

# **NEW FOREST DISTRICT COUNCIL**



## **Appendix 2 - Services Specification**

(Note: This will be inserted as Schedule 1 of the Services Contract)

29/11/2019

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# 1 INTRODUCTION

## 1.1. Background

- 1.1.1. This Services Specification sets out the required Standards and Reporting Requirements that the Operator shall meet during the Contract Period. It details the requirements that the Operator shall meet for the operation of the Services and Facilities specified within this Schedule throughout the Contract Period.
- 1.1.2. The Services Specification forms a Schedule of the Leisure Operating Contract and shall be legally binding.
- 1.1.3. The structure of this Services Specification is set out as follows:
  - **Section 2 – General Core Requirements**
  - **Section 3 – Service Requirements**
  - **Section 4 – Asset Management Requirements**
  - **Section 5 – Performance Management and Reporting**
- 1.1.4. This Services Specification applies the following structure to each element of the Services described in Section 3 – Service Requirements, Section 4 – Asset Management Requirements and Section 5 – Performance Management and Reporting.

<b>Overall Requirement</b>	Provides the Operator with a high-level summary of the overall requirement for each element of the Services.
<b>Performance Standards</b>	Provides a list of standards that set out the required level of performance that the Operator shall meet, and which will determine whether the Operator is meeting the requirements of the Authority. The Operator must meet these standards if the Services Specification is deemed to be achieved.
<b>Reporting Requirements</b>	Provides details of the reporting requirements that the Operator shall meet in relation to each element of the Services.

## 1.2. Measurement

- 1.2.1. Monitoring of the Operator’s performance shall be measured in accordance with Clause 15 (Performance Monitoring) of the Contract. Monitoring of the Services and categorisation and reporting of Performance Failures shall be carried out in accordance with Schedule 6 (Payment and Performance Mechanism) of the Contract.

## 1.3. Reporting

- 1.3.1. The Operator will provide reporting on its own performance in accordance with this Services Specification.

## 2 GENERAL CORE REQUIREMENTS

### 2.1. Introduction

2.1.1. This section sets out the general core requirements of the Services Specification. The general core requirements underpin the more specific requirements and standards for service delivery and asset management which are described in Sections 3 and 4.

### 2.2. Strategic Priorities and Contribution to Wider Local Strategic Outcomes

2.2.1. The Authority's Health and Leisure vision is as follows:

"Working with partners to create active communities by providing affordable, accessible leisure facilities, dedicated to improving physical and mental wellbeing and establishing a sustainable healthy lifestyle legacy for future generations."

2.2.2. The Authority have set out to:

- Improve physical and mental wellbeing
- Provide best value and reduced cost to council taxpayers
- Provide social and community benefits
- Support individual and family development and learning
- Benefit the local economy

2.2.3. In order to deliver the Health and Leisure vision, the following key Strategic Priorities for the Services are to be delivered by the Operator, which are designed to contribute to the Authority's wider local Strategic Outcomes. These include:

1. Affordable and self-funding leisure facilities;
2. Accessible ill-health prevention and healthy living schemes;
3. More people undertaking physical activity (including those in hard to reach groups such as deprived communities, women and girls and young people aged 12 - 19);
4. Reducing obesity;
5. Reducing social isolation;
6. Enhanced community facilities that meet local needs;
7. Accessible and affordable opportunities to learn and develop new skills; and,
8. Supporting those in ill health to return to work.

2.2.4. It is recognised that over the life of the Contract the Strategic Priorities may require updating or replacing and it is envisaged that the Operator will play a key role in the process, working in Partnership with the Authority.

### 2.3. Facility Requirements

2.3.1. The table below shows the Facilities that are included in the Contract which are to be managed by the Operator in accordance with this Services Specification.

**Table 1 - Outline of Sport and Leisure Facilities**

Facility	Applemore	New Milton	Ringwood	Lymington	Totton
<b>Main swimming pool</b>	25m x 5 lanes				
<b>Teaching pool</b>	11.5m	x	10m	10m	10m
<b>Pool viewing area</b>	✓	✓	✓	✓	✓
<b>Sauna room</b>	✓	✓	✓	✓	✓
<b>Steam room</b>	✓	✓	✓	✓	✓
<b>Sports hall</b>	6 courts	4 courts	5 courts	x*	4 courts
<b>Treatment rooms</b>	✓	✓	x	✓	✓
<b>Fitness suite (Gym)</b>	70 stations	50 stations	70 stations	40 stations	50 stations
<b>Free Weights room (Gym)</b>	✓	✓	✓	x	✓
<b>Exercise / Dance Studios</b>	4	2	1	2	1
<b>Spinning Studio</b>	Virtual	✓	Virtual	✓	Virtual
<b>Vending area</b>	✓	✓	✓	✓	✓
<b>Full size sand based Artificial Grass Pitch (AGP)</b>	x	x	x	✓	x
<b>Small sided sand based AGP</b>	x	x	2 x 30m x 20m	x	x
<b>Soft Play</b>	x	x	✓	x	x

Facility	Applemore	New Milton	Ringwood	Lymington	Totton
<b>Dry changing rooms</b>	✓	✓	✓	✓	✓
<b>Wet changing rooms</b>	✓	✓	✓	✓	✓
<b>Car Parking</b>	✓	✓	✓	✓	✓

\* On a monthly basis, Priestlands School will communicate with the Operator the hours and times the Operator can use the Sports Hall for community use. The fee paid by the Operator will be agreed directly with the school.

## **2.4. Partnership Philosophy and Governance**

- 2.4.1. The Authority is seeking to establish a partnership philosophy with an Operator who:
- will help the Authority achieve our strategic objectives;
  - will contribute to the improvement of the health and well-being of the district;
  - can operate and maintain our facilities and services efficiently and effectively;
  - can increase participation and reduce inactivity; and
  - recognises the importance of customer service.
- 2.4.2. Operator shall commit to the philosophy and recognise the importance of working collaboratively with the Authority in delivering the Services.
- 2.4.3. The philosophy shall be upheld and governed through the establishment of a quarterly Contract Partnership Board (CPB) made up of key representatives from the Operator and the Authority.
- 2.4.4. The CPB shall be established by the parties within one month of the contract Commencement Date and shall consist of the following representatives:
- Elected Member Portfolio Holder (Authority)
  - Executive Head (Authority)
  - Contract Client Manager (Authority)
  - Operations/Regional Director (Operator)
  - Contract Manager (Operator)
- 2.4.5. The CPB shall be chaired by the Authority, meet quarterly and matters to be discussed shall include but not be limited to the following:
- Progress against Strategic Priorities and contribution towards wider local Strategic Outcomes;

- Financial and Service performance;
- Service improvement opportunities;
- Feedback from local Consultative Committees
- Variations to contract and commissioning opportunities; and,
- Other matters of a strategic nature considered appropriate for discussion by the Board.

2.4.6. Either the Operator or Authority, subject to the agreement of the other party, may invite appropriate third parties to attend the CPB meetings to help it understand a particular issue or decision.

## **2.5. Managing Performance against Strategic Priorities**

2.5.1. The Operator is required to deliver the Services to meet our Strategic Priorities and to contribute towards wider local Strategic Outcomes.

2.5.2. A set of Strategic Performance Indicators that relate to the Strategic Priorities in Appendix 1A.

2.5.3. These are separate from the Key Performance Indicators (Appendix 1B) relating to the operation of the Facilities and services which are used to report performance to the Authority.

2.5.4. The Strategic Performance Indicators will be confirmed three months before the commencement of the Contract.

2.5.5. The first year of the Contract will be a baselining exercise in relation to the SPIs. All subsequent years will involve setting targets through a collaborative annual service planning process in partnership with the Authority.

2.5.6. The Operator shall be required to review the Strategic Performance Indicators annually and respond to any reasonable requests from the Authority for these to be amended to better reflect any changes to the Authority's Strategic Priorities for the service. Indicative measures for Year 1 are included in Appendix 1A.

## **2.6. Quality Management**

2.6.1. The Operator will be required to have a robust quality management system in place that covers all aspects of the Services and is focused on the User's experience.

2.6.2. The Operator shall achieve and maintain a minimum standard of 'Good' for the Sport England recommended Quest <sup>™</sup> Plus Facility Management accreditation scheme (or any equivalent scheme) for the Facilities.

2.6.3. The Operator will provide their baseline data after the end of Year 1 from their relevant accreditation scheme. The Authority will set targets from Year 2 onwards on an annual basis for the Operator to achieve. The aim is to have continuously improving scores over the life of the Contract.

2.6.4. The Operator shall fund Quest <sup>™</sup> Plus Facility Management accreditation, or the equivalent scheme, and the Operator is required to maintain these accreditations

throughout the Contract Period. The Operator shall inform the Authority of the results of its Quest assessments or equivalent scheme and any follow-up assessments within seven business days of receiving notification.

- 2.6.5. The Operator shall include its response to Quest assessments or equivalent scheme via an improvement plan within the appropriate Quarterly Monitoring Report.

## **2.7. Social Value**

- 2.7.1. The Operator shall deliver the Services in accordance with the aims of The Public Services (Social Value) Act 2012 through the delivery of wider social, economic and environmental benefits.
- 2.7.2. The Operator shall work closely with the Authority and other Partners such as education and training providers to develop specific initiatives, which offer realistic and sustainable employment opportunities to disadvantaged people in the Authority Area.
- 2.7.3. The Operator shall offer a number of routes to full-time employment or training which are targeted at specific sectors of the community in the district, e.g. through apprenticeships.
- 2.7.4. The Operator shall understand and embrace the role it has in supporting and working with Small and Medium Enterprises, social enterprises, charities and other third sector providers in the district through its procurement of supplies and sub-contractors and through the delivery of the Services.
- 2.7.5. The Operator shall ensure the Services are fully inclusive to all sections of the community and shall proactively work to eliminate barriers to participation in sport and physical activity through programming, pricing, policies, development plans, marketing and training.
- 2.7.6. The Operator shall work with the Authority and other Partners to provide diversionary activities designed to help reduce levels of crime, disorder and anti-social behaviour by people in the district.
- 2.7.7. The Operator shall ensure that the environmental wellbeing of the local area is protected and enhanced through best practice approaches to energy and water management, waste and recycling, procurement of supplies and sustainable transport.
- 2.7.8. The Operator shall provide a detailed review of how the Services have achieved the above requirements as part of the Annual Service Report.

## 3 SERVICE REQUIREMENTS

### 3.1. Customer Experience

#### ***Overall Requirement***

- 3.1.1. A consistently high level of customer care that ensures all Users receive a high quality and enjoyable experience where inclusion in its widest sense is the norm. The level of customer care shall reflect Good Industry Practice and provide a level of customer service that will facilitate achievement of the Authority's Strategic Priorities and contribute to wider local Strategic Outcomes.

#### ***Performance Standards***

##### *ICT, Website and Bookings*

- 3.1.2. The Operator shall implement and maintain a website and booking system for the Facilities and community programming (including Active Lifestyles) that is accessible, flexible, innovative and meets the needs of all users (including those with a visual impairment, cognitive disability and hearing disability) in order to optimise access to information and maximise participation. This should comply with the Equality Act (2010) <https://www.gov.uk/guidance/equality-act-2010-guidance>.
- 3.1.3. The website and booking system shall incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, customer information, effective administration and operational information systems to record and effectively deliver all bookings. The system should support the development of deeper, more value-added partnerships with users to enable better personalisation of Services and promoted activities to support their lifestyle changes and behaviours.
- 3.1.4. The system shall enable users to easily access and navigate the range of Services available, enable bookings to be made in line with industry standards and in accordance with User expectations. Bookings should incorporate a 'fast track' service where possible for high volume, peak time activities.
- 3.1.5. The Operator shall ensure that an online booking system is provided including smartphone Apps with equivalent functionality to the website. This should be continually reviewed by the Operator to ensure the technology is in line with the latest market trends.
- 3.1.6. The Operator will provide the necessary hardware and software equipment to sustain a website and computerised booking facility, which will be used to manage online bookings, face to face bookings and to provide reports broken down by categories of User (the format to be agreed by the Authority Representative).
- 3.1.7. The Operator will be responsible for all maintenance costs relating to the website and computerised booking system, including the replacement of hardware, consumable items and software licenses.
- 3.1.8. The Operator must provide an advance booking facility for Users, and a booking and invoicing facility for clubs/organisations who wish to make a regular booking.

- 3.1.9. The Operator must provide an advance booking facility for schools / colleges wishing to make a regular booking during normal school term time.
- 3.1.10. The Operator must always as far as practicably possible allow for casual use. At times of no casual use being available, the Operator must give advance warning to users of the Facilities. This includes any non-availability of Facilities as a result of regular bookings or events.
- 3.1.11. The Operator must acknowledge and indicate acceptance or otherwise, in writing, for all applications for regular bookings, functions or events within two weeks of receipt of an application.
- 3.1.12. The Operator will permit provisional bookings to be cancelled without penalty at any time. In the case of confirmed bookings, the Operator may charge the hirer 20% of the total fee payable providing one month's notice of cancellation is given by the hirer and the facility is re-let, otherwise the Operator may charge the hirer the full fee payable for the booking.
- 3.1.13. The Operator will be required to formulate a booking application form, which will include reference to the above conditions of hire available both in hard copy and electronically.
- 3.1.14. All bookings are inclusive of rigging and derigging time for equipment relating to that particular facility / activity. The Operator should ensure that Users are aware of this arrangement and that the Operator adheres to it, without adversely affecting the service.

#### *Customer Services Policy and Complaints*

- 3.1.15. The Operator shall provide a comprehensive and inclusive customer service policy that ensures that Users and visitors are dealt with promptly, effectively and courteously at all times.
- 3.1.16. The Operator shall operate and administer a comprehensive and effective customer comments and feedback system, to encourage feedback and record verbal and written comments. This shall apply to all User groups covering sporting and non-sporting use. The Operator must also record its response to complaints and comments.
- 3.1.17. The Operator shall continue to hold regular Consultative Committees/Customer Forums in order to support understanding of what is important to Users.
- 3.1.18. The Operator shall carry out a range of innovative and robust monitoring evaluation and reporting activities to demonstrate:
- Customer satisfaction from a representative sample covering all aspects of the service. This should include a customer focus group.
  - Comparative performance through a recognised benchmarking approach (e.g. Quest)
  - An understanding of changes to the communities' needs reflected in the programming of Facilities and services.

- 3.1.19. The Operator shall ensure that all User complaints and comments are dealt with in accordance with the agreed Customer Experience and Continual Improvement service quality statement.
- 3.1.20. The Operator shall ensure a smart appearance by all staff at all times, with appropriate uniform and name badges being worn.
- 3.1.21. The Operator shall ensure that staffing levels are appropriate to meet the demands of the activity/usage patterns at each Facility and for Active Lifestyles and any community programming to ensure high standards of customer service.
- 3.1.22. The Operator shall formally display in public areas results from internal and external monitoring visits, Customer Forums, customer comments/complaints and responses, reports, surveys and other User care activities.
- 3.1.23. The Operator shall provide training in customer service as part of its new staff induction and on-going refresher training.
- 3.1.24. The Operator shall keep notice and display boards updated at all times, including digital boards.
- 3.1.25. The Operator shall provide at all times information to the public on the availability of courses, activities and events delivered and/or hosted by the Operator and the Authority through a variety of channels to meet the needs of target populations and communities.
- 3.1.26. The Operator shall ensure that any out-of-order equipment is clearly labelled accordingly in line with Operator's service level policy, and information provided as to who reported and when, the estimated timescale for repair, and when it will be back in use.
- 3.1.27. The Operator shall operate an effective system for dealing with lost and found property.
- 3.1.28. The Operator will be required to take payments at reception for a limited number of Council services.

### ***Reporting Requirements***

- 3.1.29. The Operator shall provide a report to the Authority on a quarterly basis detailing all complaints and action taken. The Operator shall ensure that a summary of this report and details of any failure to maintain the required Overall Requirement set out above are included within the Quarterly Monitoring Report.
- 3.1.30. The Operator shall ensure that an annual report detailing the outcomes of the customer feedback system is submitted to the Authority including on-going collection of customer satisfaction information and the output of any Consultative Committees/Customer Forums.
- 3.1.31. The Operator will collect on-going customer feedback information. The Operator should undertake a formal customer satisfaction survey on monthly basis. This should cover the full range of Facilities and Users and be of a representative sample size.
- 3.1.32. The Operator shall submit details of any failure to implement the required website and booking system as part of the Quarterly Monitoring Report.

- 3.1.33. The Operator shall comply with and shall provide details of its compliance with Payment Card Industry Data Security Standard (PCI DSS) for credit and debit card payment handling.
- 3.1.34. The Operator shall provide monitoring data on sources of bookings (e.g. in person, online, via a smart app etc) as part of the Quarterly Monitoring Report.

## **3.2. Active Lifestyles**

### ***Overall Requirement***

- 3.2.1. The Active Lifestyles Programme shall provide increased opportunities for sedentary patients whose conditions could be improved by becoming more active. The programme includes classes for people with various conditions who can be "referred in" to the programme, either by a health professional or through self-referral.

### ***Performance Standards***

- 3.2.2. The Active Lifestyles programme shall be targeted at the following priority groups which will be reviewed on an annual basis.
- People with disabilities & long-term conditions;
  - Older people;
  - Lifestyle conditions (e.g. obesity, high cholesterol, high blood pressure);
  - Mental health-related conditions
- 3.2.3. The Active Lifestyles Programme will champion inclusion in its widest sense particularly for people with disabilities and long-term conditions including those individuals with one or a combination of the following disabilities and long-term conditions:
- Vision impairment
  - Deaf or hard of hearing
  - Mental health conditions
  - Intellectual disability
  - Acquired brain injury
  - Autism spectrum disorder
  - Physical disability
  - Cancer
  - Chronic Obstructive Pulmonary Disease (COPD)
  - Strokes
  - Diabetes and obesity

- Falls prevention
- Dementia
- Arthritis

- 3.2.4. The Operator shall develop an annual Active Lifestyles Plan in Partnership with the Authority Representative which clearly identifies how the outputs shown in Table 2 will be achieved. This plan will be monitored and reviewed by the Authority on a quarterly basis.
- 3.2.5. The Operator will be required to work in Partnership with the Authority Representative to source external funding for new sport and physical activity and healthy lifestyles programmes where appropriate and the Operator must deliver against the agreed Action Plan.
- 3.2.6. The Operator shall be required to develop, organise, promote and deliver the Activity Referral programme at Applemore, New Milton, Ringwood, Lymington and Totton, at no charge to the Authority, with all income retained by the Operator. The scheme should be promoted to all medical settings within the New Forest district.
- 3.2.7. The Operator shall provide appropriately qualified and experienced staff at the Facilities to support specific public health initiatives as established with the relevant Authority Representative.

### ***Reporting Requirements***

- 3.2.8. The Operator shall produce an annual report on the Active Lifestyles Programme which highlights how it has performed in meeting the Authority's Strategic Priorities and contributing to wider local Strategic Outcomes.
- 3.2.9. The Operator shall provide a quarterly update on the adherence to activity for those that have participated in the scheme. This would show adherence at set intervals – completion, 3 months and 6 months and the number of referrals (including referrer and condition type).

## **3.3. Opening Hours**

### ***Overall Requirement***

- 3.3.1. Facilities that are fully accessible to the public during the "Minimum Opening Hours" as detailed in Appendix 2 of this Services Specification.

### ***Performance Standards***

- 3.3.2. The Facilities must all be available for Users during the Minimum Opening Hours, in accordance with Appendix 2.
- 3.3.3. The Authority, in advance of any changes being implemented, must write to the Operator to inform them of acceptance or rejection of any variations to the Minimum Opening Hours proposed by the Operator.
- 3.3.4. The Operator shall advertise all opening hours on the relevant Facility website and shall provide information on opening hours and timetables for the Facility's activity programmes which must be available in the reception of each Facility.

- 3.3.5. The Operator shall operate Vending Services during the Minimum Opening Hours. Vending Service shall mean catering services delivered by the Operator by either automated vending machines and/or a café or kiosk.
- 3.3.6. Where appropriate, the Operator shall agree with the Authority closures of the Facilities, or any element therein, for the purposes of maintenance, in accordance with the agreed Schedule of Programmed Maintenance.
- 3.3.7. The Operator will be required to advertise all planned maintenance closures and any variations in opening for at least 20 Business Days before the closure period on site and on their website. Where private hire, block or club bookings have been made during a period of closure whether planned or unforeseen, the Operator will be responsible for informing each hirer separately of the changes and meeting all costs incurred, inclusive of the reimbursement of any fees and charges made in advance.
- 3.3.8. In the event of closure of any of the Facilities or part thereof, owing to unforeseen or emergency conditions, the Operator shall inform the Authority immediately, followed up in writing as soon as practicable. The Operator shall ensure Users are kept informed of the situation in accordance with the agreed Emergency Plan (see 3.3.9).
- 3.3.9. The Operator shall provide an Emergency Plan to the Authority for approval three months prior to the Commencement Date. In an Emergency, the Operator shall implement the agreed Emergency Plan and inform the Authority of any Emergency as soon as practicable. Any updates should be incorporated into the Emergency Plan and re-provided to the Authority immediately.
- 3.3.10. The Minimum Opening Hours shall be reviewed by the parties on an annual basis as set out below. Any decision to amend these times shall take account of throughput trends for the Facilities or bespoke usage patterns and be altered through mutual agreement. The Change Protocol should be used if a mutual agreement cannot be reached.
- 3.3.11. The Operator is advised that variations to the specified opening hours may occur in times of national or local emergency. All Facilities have been designated as an emergency rest centre (this will extend to all areas within the building). Should such a situation arise, the Services may be suspended during the period of the Emergency, by notification through the Authority's Authorised Officer. The Operator's staff would be expected to assist with the setup of all Facilities as a rest centre and provide further assistance in any way for which they are qualified during the emergency.
- 3.3.12. The Operator shall be required to close all or part of the Facilities for the following special events:
- Applemore – Sports Hall
    - Local and parliamentary elections, and any poll administered by New Forest District Council
  - New Milton – Sports Hall
    - Local and parliamentary elections, and any poll administered by New Forest District Council
  - Ringwood – Sports Hall

- Local and parliamentary elections, and any poll administered by New Forest District Council
- Totton – Sports Hall
  - Local and parliamentary elections, and any poll administered by New Forest District Council

### ***Reporting Requirements***

- 3.3.13. The Operator and the Authority may submit proposals to each other via the Contract Partnership Board for any changes to the Minimum Opening Hours for the Facilities.
- 3.3.14. The Operator shall maintain a daily log of hours that the relevant Facility or area within it is not open and submit details of any performance failures, closures or service limitations during the Minimum Opening Hours, setting out the details of the closure, the reasons for such closure and any remedial action taken by the Operator as part of the Quarterly Monitoring Report.
- 3.3.15. Any closure should be reported to the Authority in accordance with 3.3.8.

### **3.4. Access**

#### ***Overall Requirement***

- 3.4.1. Facilities and services that are fully accessible by all Users during the "Minimum Opening Hours" as detailed in Appendix 2 of this Services Specification.

#### ***Performance Standards***

- 3.4.2. The Operator shall ensure that the Facilities including access roads and car parks are open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear) to allow each Facility to be capable of performing its function and allow access and egress with appropriate controls.
- 3.4.3. The Facilities and services should be accessible for people with disabilities as per the Equality Act 2010. This should include access and egress in fire/emergencies, suitable evacuation routes and muster points. Specifically:
  - Accessible Facilities; physical access and accessible service provision
  - Workforce development; customer service training for all staff and adaptive exercise programming for fitness instructors / sports coaches, management / leadership, good practice and specialist area training (e.g. inclusive communications, access auditing etc.)
  - Inclusive and accessible marketing and communication available in different formats
  - Partnership development within the local community
  - Accessible sport and social activities

- Appropriate policies and procedures
- Wide and varied activity and programming offer.

3.4.4. The Operator shall ensure that the Facilities and storage spaces within them are accessible by authorised Users, to include the following:

- Secure multi-activity stores
- Storage lockers accessible from all changing cubicles, accessible cubicles and changing rooms, ideally with a large, clear and tactile number and be located at a range of heights with 'oversized' lockers for disabled people to store equipment e.g. their prosthetic whilst swimming
- Secure storage for sporting equipment.

3.4.5. The Operator shall ensure that all signage directing Users to and within the Facilities is clear and instructive and complies with the Equality Act 2010 and any relevant planning restrictions and should ideally comply with Sport England's Wayfinding and Signage Design Guidance Note 2013. <https://www.sportengland.org/media/4426/wayfinding-and-signage-2013.pdf>

#### ***Reporting Requirements***

3.4.6. The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Monitoring Report.

### **3.5. Programming for All**

#### ***Overall Requirement***

3.5.1. A dynamic, innovative, inclusive and responsive programme of activities provided at the Facilities and through the Active Lifestyles Programme and community programming that meets the needs of all sections of the community and ensures the delivery of the Authority's Strategic Priorities.

#### ***Performance Standards***

3.5.2. The Operator shall ensure a reasonable proportion of casual use and block bookings at the Facilities consistent with a balanced programme of use by the public, communities, inclusive and mainstream sport and recreation clubs, schools, and instructed development courses.

3.5.3. There must be a sustainable balanced Programme of Use to accommodate community and club activity and to contribute towards the Authority's Strategic Priorities and local Strategic Outcomes.

3.5.4. There shall be activities and sessions to meet the needs of specific Users in accordance with the agreed activity programme. The Programme of Use should be dynamic, innovative and responsive to the requirements of Users, including frequent or seasonal variations and should seek to target non-users as appropriate. The programmes should consider the various types of User and use to ensure that they are balanced. The Programme of Use shall meet the needs of specific Users by offering activities and opportunities that are culturally sensitive and relevant to diverse communities across age, gender, religion, race, sexual orientation and disability.

- 3.5.5. The Operator shall provide the activities and sessions to meet the needs of specific Users in accordance with the agreed Programme of Use and Annual Service Report.
- 3.5.6. The Operator shall submit the initial proposed Programme of Use to the Authority for approval two months prior to the Commencement Date in accordance with their Authority's Outcomes method statement.
- 3.5.7. The Operator shall submit a subsequent proposed Programme of Use to the Authority three months prior to the start of each new Contract Year.
- 3.5.8. The Programme of Use should take into account the following:
- The need to offer a wide-ranging and diverse programme of activities designed to encourage greater levels of community participation across all relevant local social and cultural groups with a particular focus on increasing participation from members of the community with specific health needs and using group activity to improve retention
  - Provision of a wide range of recreational opportunities to all New Forest District Council residents, including a balanced programme of pre-paid courses, classes, pay-as-you play sessions, club and school block bookings, casual usage and where applicable, special events
  - Joint-use arrangements with educations at all the Facilities
  - A management philosophy that encourages participation and engagement with all sections of the community
  - A regular and planned review of the programme of activities, considering User and non-user research
  - Responsiveness to recreational trends to provide a dynamic and forward-looking service
  - Setting and reviewing programme objectives on at least an annual basis
  - Having a promotional strategy in place that keeps Users informed of the programme and any planned changes
  - Outreach activities
  - Making optimum use of all available resources and Facilities
  - Monitoring usage levels
  - Contributing towards the Authority's Strategic Priorities and local Strategic Outcomes.
- 3.5.9. At all of the Facilities, the Operator should be familiar with and apply insight and knowledge from the latest research into swimming participation such as Swim

England's Three Frontiers Toolkit<sup>1</sup>. This insight should be used to programme swimming Facilities to meet the needs of the local community whilst maximising usage.

- 3.5.10. The Operator shall ensure that the Programmes of Use across the Facilities complement each other and provide an appropriate balance of activities.
- 3.5.11. The Operator shall review the effectiveness of the Programme of Use on a regular basis, but in any event, as a minimum every 12 months using market information and through consultation with relevant Users.
- 3.5.12. The Operator shall protect all club and group bookings for 12 months from the Commencement Date of the Contract. The Operator shall ensure that, after this period, any future Programme of Use will continue to support the established arrangements with identified clubs and enable these to be expanded to meet demand where possible.

#### *Joint Use Arrangements*

- 3.5.13. The Operator shall ensure the following joint use arrangements are adhered to:
- Applemore
    - Adhere to protected bookings with Oak Lodge School, Applemore College and feeder schools as per Appendix 3.
    - Pricing for Oak Lodge School, Applemore College and feeder schools is limited to CPI on an annual basis.
  - New Milton
    - Adhere to protected bookings with Arnewood School and feeder schools as per Appendix 3.
    - Pricing for Arnewood School and feeder schools is limited to CPI on an annual basis.
  - Ringwood
    - Adhere to protected bookings with Ringwood School and feeder schools as per Appendix 3.
    - Pricing for Ringwood School and feeder schools is limited to CPI on an annual basis.
  - Lymington
    - Adhere to protected bookings with Priestlands School and feeder schools as per Appendix 3.
    - Pricing for Priestlands School and feeder schools is limited to CPI on an annual basis.

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<sup>1</sup> Swim England's Three Frontiers Toolkit (2018). <https://www.swimming.org/swimengland/frontiers-toolkit/>

- Adhere to protected bookings with the New Forest Hockey Club as per Appendix 3.
- Totton
  - Adhere to protected bookings with Totton College and feeder schools as per Appendix 3.
  - Pricing for Totton College and feeder schools is limited to CPI on an annual basis.

*Special Events and Protected Bookings*

- 3.5.14. The Operator shall honour any special events and club bookings already booked into the Facilities as set out in Appendix 4 of this Schedule. These may only be altered following consultation with the club/organisation and with written approval from the Authority.
- 3.5.15. A list of protected bookings has been provided in Appendix 3 – Protected Bookings. All existing hire slots at the Facilities will be honoured unless it is clear that hirers do not intend to re-book.
- 3.5.16. Special events may be organised by the Operator who, if appropriate, will ensure that all statutory licences and arrangements are in place for the safe operation of the event. The following list identifies the type of events that have taken place:
- Triathlons
  - Dance Competitions
  - Craft Fairs
  - Community Markets
- 3.5.17. The Operator will be required to provide operational support for special events as required. This will include event supervision, cleaning, building security, equipment rigging and de-rigging and engineer support as required.
- 3.5.18. For all special events, the Operator must give adequate notice to Users, in an appropriate format to minimise any inconvenience. Where possible, alternative provision will be identified.
- 3.5.19. The Programme of Use must be designed to ensure that regular activities are not unduly disrupted by special event use. Any event requiring use of a facility, which precludes community use, or curriculum use for two or more consecutive days requires the written permission of the Authorised Officer.
- 3.5.20. The Operator must provide an Event Management Plan which will demonstrate how the building and associated areas are managed through the special event programme.
- 3.5.21. The Operator is expected to continue to accommodate and support local Health Initiatives such as NHS Breast Screening as part of special events arrangements

*Non – Sporting Events*

- 3.5.22. Facilities within the leisure centres may be used by the Operator to provide a varied and balanced programme of non-sporting events providing that the proposed activity is not an activity that might damage the Facility, its fixtures or equipment or detract from the image of the Authority. The Authority should be informed prior to the confirmation of the booking of any such proposed event, and it reserves the right to cancel any such proposed event and will accept no responsibility for any loss incurred as a consequence of such a cancellation.
- 3.5.23. The Authority reserves the right to reject a booking from organisations with a political affiliation, those are that are linked to pressure groups / lobbying groups whose association, whether direct or indirect with the Authority could result in reputational damage. If there is any doubt, the Operator should refer this to the Authority for approval.
- 3.5.24. As at the Commencement Date, there are a number of pre-booked events, functions and other hire arrangements. The Operator shall honour the dates and details of these bookings, including the terms and conditions prevailing at the time of booking. The income for these will go to the Operator as part of the contract handover reconciliation.
- 3.5.25. The Authority reserves the right to make use of the Facilities as a Polling Station and / or Count Centre as required for Parliamentary, European, Local Government or other Elections or By-Elections or Referenda. The Authority shall endeavour to give the Operator reasonable notice of such matters and the Operator shall ensure that all Facilities requested by the Authority are available for the purposes referred to in this condition.

#### ***Reporting Requirements***

- 3.5.26. The Operator shall submit a Programme of Use for each Facility three months prior to the Commencement Date and, annually thereafter, for the duration of the contract for the Authority's approval and the Operator 's implementation the following contract year.
- 3.5.27. A Programme of Use Progress Update must be reported to the Authority as part of the Quarterly Monitoring Report.
- 3.5.28. The Operator will facilitate a quarterly recorded meeting with the Head Teacher and Head of Physical Education of the following schools and report any issues arising from this meeting as part of the Quarterly Monitoring Report:
- Oak Lodge School – Applemore
  - Applemore College – Applemore
  - Arnewood School – New Milton
  - Ringwood School – Ringwood
  - Priestlands School – Lymington
  - Totton College - Totton
- 3.5.29. The Operator shall report details of any failure to honour any events, functions and hire arrangements that are pre-booked at the commencement of this Agreement as part of the Quarterly Monitoring Report.

- 3.5.30. The Operator shall maintain a record concerning actual use of all of the Facilities and activities and shall report details of the outcome of programming reviews, activity usage, and of any failure to meet the specified Performance Standards, as part of the Quarterly Monitoring Report.

### **3.6. Pricing**

#### ***Overall Requirement***

- 3.6.1. A pricing scheme that is consistent and aligned to local market rates ensuring that all sections of the community are able to access the Facilities, the Active Lifestyles Programme and community programming. The pricing scheme should be designed in a way that best meets the Authority's Strategic Priorities and contributes towards its local Strategic Outcomes whilst optimising revenue opportunities.

#### ***Performance Standards***

- 3.6.2. The current pricing for the Facilities is set out in Appendix 5 Current Pricing/Fees & Charges.
- 3.6.3. The Operator is free to set prices for those set out in Appendix 5 – Current Fees and Charges providing that they do not exceed CPI. Any further variations from Appendix 5 may be proposed to the Authority and should take place to coincide with the Commencement Date, the annual pricing review or otherwise by written agreement between the parties.
- 3.6.4. A concessionary scheme should be offered at the Facilities for the Active Lifestyles Programme for schools and for any other schemes set out in Appendix 6 – Protected Pricing.
- 3.6.5. The Operator shall submit its proposed approach to pricing in the Pricing Method Statement (as set out in Schedule 2 (Service Delivery Proposals)). This should include casual prices, membership and concessionary prices for each activity.
- 3.6.6. The marketing of the concessionary pricing scheme must be integrated into the proposed branding to avoid stigmatising or differentiating eligible Users.
- 3.6.7. The concessionary pricing scheme shall be made available during all opening hours except where otherwise indicated.
- 3.6.8. The concessionary pricing scheme should be designed in a way that allows data to be captured on user demographics (e.g. age, ethnicity, area of residence) and visit behaviour (e.g. record of visits broken down by type of activity).
- 3.6.9. The Operator's Pricing Policy shall promote the principles of equality of access and sustainability. Usage and attendance by all sections of the wider and local community shall be encouraged through the Operator's Pricing Policy to support delivery of the Authority's Strategic Priorities.
- 3.6.10. The Operator shall offer a range of membership and payment options including, but not limited to, direct debit, annual payments, course payments and pay as you go.
- 3.6.11. Charges for Facilities, activities and Services that are not listed in Appendix 5 – Current Fees & Charges or Appendix 6 – Protected Pricing will be at the Operator's discretion

provided they do not in any way inhibit the achievement of the Authority's Strategic Priorities for the service.

- 3.6.12. The Operator shall continue to offer pricing promotions to encourage increased use at all periods of the day reflecting work and cultural patterns in the community and demand for Facilities.
- 3.6.13. No charges shall be collected by the Operator in respect of Services extending beyond the Contract Period other than those authorised by the Authority during the last year of the Contract Period.
- 3.6.14. The Operator must ensure that all fees and charges are displayed prominently in the reception area of the Facilities and on the Facility websites and as appropriate within the Facilities.
- 3.6.15. The Operator shall operate comprehensive and effective systems for all methods of payment and booking administrative services.

#### ***Reporting Requirements***

- 3.6.16. The Operator must report proposals for pricing as listed in Appendix 5 - Fees and Charges or Appendix 6 – Protected Pricing annually to the Authority no later than three months prior to the start of each Contract year. Pricing variations in relation to Fees & Charges can be made with written agreement between both parties during the Contract Year.
- 3.6.17. The Operator must report details of any failure to achieve the required Performance Standards as set out above, as part of the Quarterly Monitoring Report.

### **3.7. Staffing and Skills Development**

#### ***Overall Requirement***

- 3.7.1. Sufficient and suitably qualified staff to provide the Services required in this Specification, to comply with legislation and industry guidance and to best meet the Authority's Strategic Priorities and contribute towards its wider local Strategic Outcomes.

#### ***Performance Standards***

- 3.7.2. The Facilities and Active Lifestyles Programme shall have a sufficient number of suitably qualified staff to provide the Services required by this Specification and to meet all relevant legislation and industry guidance.
- 3.7.3. The Operator is required to have sufficient competent staff within the building during all opening hours to comply with the agreed emergency evacuation procedures.
- 3.7.4. The Operator is required to have qualified Human Resources head office support (for example Chartered Institute of Personnel and Development).
- 3.7.5. The Operator is required to have a comprehensive set of supporting policies covering HR related matters such as disciplinary and absence management, safeguarding, and a health and safety policy setting out a clear approach and commitment together with arrangements in place for managing health and safety in accordance with industry best practice.

- 3.7.6. The Operator should have a recognised industry continued professional development programme such as that provided by the Chartered Institute for the Management of Sport & Physical Activity (CIMSPA).
- 3.7.7. The Operator must ensure that TUPE is fully adhered to and that the transfer of staff is handled smoothly and sensitively without any disruption to the service. Staff employed, licensed, or permitted to offer personal training Services or to deliver coached activities and courses must be qualified to the appropriate level according to the Governing Body for the sport/activity and in line with any required legislation. The Operator shall ensure that, as a minimum, staffing levels are appropriate to the size of the Facilities and those activities are delivered by suitably trained personnel.
- 3.7.8. The Operator shall ensure that reception desks are appropriately staffed at all times the Facilities are open to the public. Reception staffing levels and access control procedures shall be such that Users are able to gain access without unreasonable delay.
- 3.7.9. The Operator should aim to employ staff that are representative of the demographic profile of the New Forest and shall undertake annual workforce monitoring to measure this. Reports from such monitoring shall be provided to the Authority on an annual basis.
- 3.7.10. The Operator shall always employ sufficiently qualified and experienced staff to ensure that a high standard of service and customer care is available at all times. Accordingly, it will be necessary for the Operator to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence from work.
- 3.7.11. The Operator shall have available a maintenance resource or employee, qualified to the level of Technical Assistant for response to any failure of equipment / plant under the Operator's responsibility at all times. A continuous back up available to provide telephone solutions on request, must also be provided.
- 3.7.12. The Operator shall employ sufficient and appropriately qualified staff, coaches and instructors for all activities where coaching or instruction takes place or specific qualifications are required. Qualifications requiring refresher or updates must be monitored to ensure continued compliance.
- 3.7.13. The Operator will ensure that all coaches and deliverers used meet the minimum standards set out by National Governing Bodies and all qualifications are checked prior to delivery commencing (and ongoing as required). Any sub-contracted deliverers of activities should be bound by a Service Level Agreement between the Operator and the deliverer to ensure the same standards as set out in this Services Specification and that when required, replacement sports coaches can be found by the deliverer to ensure programmes can continue as planned.
- 3.7.14. The Operator's employment of coaches, instructors, leaders etc. must be in accordance with Sports Coach UK. The Operator must forward copies of certificates for coaches, instructors, leaders etc. to the Authorised Officer upon request.
- 3.7.15. The Operator shall employ staff suitably trained in order to conduct induction training courses for Users on all exercise equipment in the fitness suite (if required).
- 3.7.16. The Operator shall also employ suitably qualified staff for School Holiday Programmes, the Active Lifestyles Programme and any community programming in accordance with relevant legislation.

- 3.7.17. The Operator shall only employ staff that are registered on the Register of Exercise Professionals or equivalent subsequent industry standard for its aerobic/exercise to music sessions. The Operator shall ensure that any transferring staff that are not registered are registered within three months of the Commencement Date. The Authority would also expect the staff to have undertaken a CPD Fitness Training Course within three months of the Commencement Date.
- 3.7.18. The Operator shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment legislation including equal opportunities, the EU Working Time Regulations, National Minimum Wage and National Living Wage.
- 3.7.19. The Operator must meet the Disclosure and Barring Scheme requirements adopted by the Authority as outlined in 3.8 below in relation to all staff employed in relation to the provision of Services including any third-party club or coach.
- 3.7.20. The Operator shall ensure compliance, where relevant, with the local OFSTED registration requirements, the relevant Authority's Social Services Department, meeting the standards outlined in National Standards for under 8's Day Care and Child-minding as set out in The Children Act.
- 3.7.21. The Operator shall be entirely responsible for the employment and conditions of service of its employees.
- 3.7.22. The Operator shall be solely responsible for the employment and dismissal of all staff employed at the Facilities and through the Active Lifestyles Programme and any community programming, including all payments which may arise under the Employment Protection (Consolidation) Act 1978 and any amendments thereto. The Operator shall at all times be fully responsible for the payments of all salaries, wages, taxes, National Insurance contributions, or levies arising out of employment (such as the Apprenticeship Levy).
- 3.7.23. The Operator must be committed to a programme of continuous professional development that is linked to a nationally recognised accreditation scheme(s) such as CIMSPA or an industry-recognised equivalent. It shall implement a scheme for the continued assessment and development of staff. The Operator shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Operator shall ensure that this is appraised at least annually.
- 3.7.24. The Operator will be fully responsible for all training of staff employed and shall ensure that sufficient, regular training is undertaken to:
- Provide a high-quality service
  - Ensure that all employees and volunteers, providing supervision of activities undertake an induction course which includes ensuring a full working knowledge of Health and Safety responsibilities, procedures of evacuation in case of fire, bomb threats, gas leaks, chemical spillage and electricity blackout and serious injury reporting
  - Ensure fitness and awareness to perform all duties required in an efficient and prompt manner

- Ensure all staff receive regular awareness training in customer care, health and safety, equality and diversity, safeguarding etc. and the special needs of target user groups
  - All staff (including casual staff) to be used by the Operator, at any time, for poolside responsibilities must be qualified to the minimum standards laid down by the Royal Life Saving Society. Lifeguards and management staff must receive monthly refresher training. The Operator will be required to maintain the RLSS approved training centres at all Facilities.
- 3.7.25. The Operator shall maintain detailed training records to include attendance at training sessions.
- 3.7.26. The Operator shall offer apprenticeships and placements to local residents.
- 3.7.27. The Operator shall ensure that appropriately qualified persons or sub-contractor companies carry out all maintenance works, and that mechanism are in place to communicate and co-operate with and monitor any works.
- 3.7.28. The Operator shall ensure that user data developed and shared through Open Data Institute standards can be analysed by trained staff and reported on to support the Operator and Authority in determining the effectiveness of programming and interventions.
- 3.7.29. The Operator shall ensure that specialist staff can provide the analysis and insight to support the development of a programme to reflect the Authority's Strategic Priorities and contribute towards its local Strategic Outcomes.
- 3.7.30. The Operator shall, on request, provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.
- 3.7.31. The Operator shall appoint an overall contract manager to be its Representative. They shall consult with an Authorised Officer as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.
- 3.7.32. The Operator shall submit written Codes of Conduct for both Users and staff to be approved by an Authorised Officer by Contract commencement.
- 3.7.33. The Operator's staff should not conduct or present themselves in any way that, in the opinion of an Authorised Officer, is detrimental to the image or reputation of the Authority, or which would not uphold the professionalism of the service.
- 3.7.34. No views should be expressed by the Operator's staff, which could appear to represent the Authority's view of particular issues or policies. Enquiries on such matters which are received from the press must be referred to the Authorised Officer to reply on the Authority's behalf.
- 3.7.35. The Operator is required to complete the end of year Pension returns on an annual basis.
- 3.7.36. The Operator is required to undertake a Staff Satisfaction Survey for each site on an annual basis.

### ***Reporting Requirements***

- 3.7.37. The Operator shall provide an annual Workforce Monitoring report to the Authority designed to demonstrate the extent to which the workforce is representative of the local demographic profile, within the limitations of the transferring employees under the TUPE list.
- 3.7.38. The Operator shall report details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Monitoring Report.
- 3.7.39. The Operator shall report the results of the Staff Satisfaction Surveys on an annual basis.

## **3.8. Safeguarding**

### ***Overall Requirement***

- 3.8.1. All activities and programmes involving young people and vulnerable persons are carried out adhering to legal and best practice safeguarding standards.

### ***Performance Standards***

- 3.8.2. All staff delivering Services to or in contact with children and young people and adults at risk must have a Disclosure and Barring Service (DBS) check in line with DBS guidelines. The Operator will be responsible for all costs relating to DBS checks.
- 3.8.3. The Operator must comply with all safeguarding legislation, statutory guidance and the Authority's Safeguarding policy which can be found in Appendix 9.
- 3.8.4. The Operator will be required to submit their own safeguarding policy and procedures for review before the commencement of the Contract, and whenever the policy or procedures are amended and whenever requested by the Authorised Officer.
- 3.8.5. All new staff are required to undergo safeguarding training prior to commencing work within the Facilities, the Active Lifestyles Programme or any community programming.
- 3.8.6. Existing staff are required to have refresher training on safeguarding as a minimum biennially or when there are significant changes to legislation or to the New Forest District Council safeguarding policies.
- 3.8.7. The Operator, its sub-contractors and supply chains must comply with all anti-slavery and human trafficking legislation and ensure that all are operating in an ethical and responsible manner.

### ***Reporting Requirements***

- 3.8.8. The Operator shall report details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

## **3.9. Equalities**

### ***Overall Requirement***

- 3.9.1. The Services provided adopt a holistic and inclusive approach to equality of access and participation for all users, regardless of age, disability, gender reassignment, marriage

or civil Partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

- 3.9.2. To provide all employees a working environment that ensures all are treated fairly and with respect, regardless of their background or ability.

#### ***Performance Standards***

- 3.9.3. The Operator shall employ sufficient staff, coaches and instructors currently qualified to champion an inclusive approach to the provision of Services with appropriate equality and diversity training, disability inclusion training and specialist training for staff delivering instruction or classes.
- 3.9.4. All new staff are required to undergo equality and diversity training and disability inclusion training prior to commencing work within the Facilities, the Active Lifestyles Programme or any community programming. This should also include all head office staff that visit public facing areas, and specialist contractors involved in the delivery of Services.
- 3.9.5. All staff delivering Services are required to undergo regular (at least once every two years) equality and diversity training and disability inclusion training.
- 3.9.6. The Operator will be required to submit their Equalities Policy for review before the commencement of the Contract, whenever the policy is amended and whenever deemed necessary by the Authority during the Contract term.
- 3.9.7. The Operator shall be required to undertake equalities monitoring of its staff and of users of the Services, at least annually and in accordance with all relevant data protection legislation.
- 3.9.8. The Operator should where appropriate implement guidance on equalities provided by National Governing Bodies.
- 3.9.9. The Operator must demonstrate that they recognise the benefits of equal opportunities to individuals to ensure all employees are treated with dignity and respect in order that they may feel comfortable and confident in their working environment. This will improve team motivation and individual morale, promoting well-being for the workforce.

#### ***Reporting Requirements***

- 3.9.10. The Operator shall submit an annual Equalities Monitoring Report to the Authority providing a breakdown of equalities information relating to staff employed and users of the Services.
- 3.9.11. The Operator shall report details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

### **3.10. Cleaning and Housekeeping**

#### ***Overall Requirement***

- 3.10.1. Facilities that are maintained to a high level of cleanliness so as to provide a healthy, high quality and safe environment for all employees and Users, allowing for the

efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times.

**Performance Standards**

- 3.10.2. The Operator shall provide cleaning Services in the Facilities as required over the Contract Period to meet the overall requirement described above.
- 3.10.3. The Operator shall be aware, and factor into its Cleaning Schedule, that some cleaning requirements may, of necessity, require to be undertaken outside the Minimum Opening Hours or need to be more intensive when events dictate (e.g. on open days/special events).
- 3.10.4. The Operator will ensure that cleaning schedules are designed to meet cleaning requirements during peak periods.
- 3.10.5. The Operator shall determine the precise nature of cleaning required in each centre depending upon the design, interior fitment and decoration of the building and usage level.
- 3.10.6. The Operator shall determine the cleaning frequency for each area within the Facilities. This should be determined based on manufacturer recommendations.
- 3.10.7. The Operator shall be responsible for litter picking the car parks at the Facilities.
- 3.10.8. The following standards are required to be met by the Operator:
  - a) Routine Cleaning**
  - 3.10.9. The Operator shall carry out routine (planned) cleaning at times that causes minimal or no disruption to the use of the areas being cleaned. The Operator shall supplement routine cleaning with continuous and spot cleaning to achieve a consistently high quality of cleanliness / finish at all times. The Operator shall carry out other non-routine cleaning in order to achieve the required Overall Requirement.
  - b) Reactive Cleaning**
  - 3.10.10. The Operator shall provide non-routine (reactive) spot cleaning requirements on a continual basis as required in all the Facilities. They shall ensure that the Facility is comprehensively monitored for non-routine cleaning and this cleaning is undertaken as and when necessary and in accordance with the agreed procedures for reactive cleaning as set out in the Operator's Quality Management System.
  - 3.10.11. The Operator shall ensure that all cleaning materials and equipment are appropriate for the job required and are used in accordance with the manufacturer's instructions, COSHH assessments and British Standards.
  - c) Deep and High-Level Cleaning**
  - 3.10.12. The Operator shall develop a robust schedule of 'deep and high-level cleaning' to maintain the required standards of cleanliness. This should include high level cleaning and deep cleaning of Facilities both internally and externally.

- 3.10.13. If, in the opinion of the Authorised Officer, standards of cleanliness or hygiene fall below an acceptable level, the Operator shall be required to rectify this as soon as practicable.

### ***Reporting Requirements***

- 3.10.14. As part of the on-going capture of customer satisfaction, the Operator will provide robust information on customer satisfaction with cleanliness of each of the Facilities.

## **3.11. Food and Beverages**

### ***Overall Requirement***

- 3.11.1. A high quality, value for money, food and beverage vending service that offers a range of appetising and nutritious food and drink to Users including a full range of healthy food options.

### ***Performance Standards***

- 3.11.2. The Operator shall ensure that as a minimum, the existing vending areas provided at each Facility continue to be provided, unless otherwise agreed with the Authority.
- 3.11.3. The Operator shall provide vending machines offering a wide range of hot and cold drinks, light snacks, healthy food and drink options and limited selection of confectionary items.
- 3.11.4. The Operator may sub-contract food and beverage Services including vending.
- 3.11.5. The Operator shall ensure that the marketing associated with the vending Facilities focuses on and promotes healthy eating options and links to local healthy eating campaigns and key health messages identified through Public Health agencies.
- 3.11.6. The Operator must adhere to other policies regarding appropriate places for consumption (away from activity areas) and sale of inappropriate products such as chewing gum.
- 3.11.7. The Operator must comply with EC Reg 852/2004 and the Food Safety Act 1990 and associated regulations such as the Food Safety and Hygiene (England) Regulation 2013.
- 3.11.8. The Operator shall ensure that litter and other debris shall always be cleared away and tables wiped periodically to provide a tidy and clean environment.
- 3.11.9. The Operator shall ensure that vending service efficiency is measured as part of the on-going collection of customer feedback.
- 3.11.10. The Operator shall ensure that the provision of the vending Services complies in all respects with relevant health and safety regulations. The Operator shall ensure that appropriate safe methods of work i.e. risk assessments are in place and all staff shall have access to relevant information relating to health and safety and risk assessments.
- 3.11.11. The Operator shall, wherever possible, make use of locally sourced produce and suppliers to contribute to the local economy and improve sustainability.

- 3.11.12. The Operator will avoid using single use plastics as part of food and beverage Services, including plastics cups and cutlery.

### ***Reporting Requirements***

- 3.11.13. The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

## **3.12. Marketing, Research and Communication**

### ***Overall Requirement***

- 3.12.1. An approach to Marketing, Research and Communication that promotes the Facilities, the Active Lifestyles Programme and any community programming in a way that best meets the Authority's Strategic Priorities and contributes towards local Strategic Outcomes.

### ***Performance Standards***

- 3.12.2. The Operator shall be required to market and promote the Services by means of the complete range of marketing communications at their disposal.
- 3.12.3. The Operator shall develop a Marketing Plan for the Facilities, the Active Lifestyles Programme and any community programming to ensure that existing and potential Users are made aware, through a wide range of channels, of the Services being offered and are encouraged to use and re-use the Services. This plan shall promote community Services alongside 'commercial' activities.
- 3.12.4. The Marketing Plan shall identify the approach to Marketing to be undertaken by the Operator to attract and retain users resulting in increased exercise participation, particularly amongst those from target groups that have been identified as less active or inactive.
- 3.12.5. The Operator is required to work with the New Forest District Council in the delivery of the Services. This will include a requirement for the Operator to manage all display areas within the Facilities including those used for cross-venue selling, proactively requesting and updating material for inclusion.
- 3.12.6. The Operator will be responsible for monitoring the publicity material displayed by clubs and other hirers of the Facilities to ensure material is up to the standard agreed by the Authority and Operator, and that permission is requested by clubs and hirers in the first instance.
- 3.12.7. Branding is an important element of the Services and there is a requirement to implement a modern approach to branding that is compatible and complimentary to the Authority's corporate image and Strategic Priorities.
- 3.12.8. The Operator will be required to install the necessary ICT capacity to enable it to use the latest relationship and digital marketing techniques including a website with booking and transactional capability, mobile phone apps, social media and targeted communications including email and texting.
- 3.12.9. The Operator will support Energise Me CSP through promoting their activities and supplying them with updates on the Operator's programmes.

- 3.12.10. The Operator must ensure that the service has strong branding which links to the Authority's Strategic Priorities and enhances the reputation of the Authority. This should incorporate the Facilities, the Active Lifestyles Programme and any community programming.
- 3.12.11. The Operator shall develop, maintain and improve the standards and the quality of the presentation of the Services in order that all available and potential resources are used effectively. The Operator shall ensure that the Marketing Plan is used as a key tool in promoting usage of and access to the Facilities and increasing commercial and brand awareness of the Facilities. The Operator shall ensure that the materials and channels produced for marketing should reflect the Authority's objective to raise the profile of the Facilities and increase participation in sport and physical activity.
- 3.12.12. The Operator should have a digital marketing platform that is used to communicate targeted messages to specific groups or localities.
- 3.12.13. The Operator shall ensure that the Marketing Plan is submitted to the Authority on an annual basis.
- 3.12.14. The Operator shall ensure that the Authority's name and logo appears on external signage, signage in reception areas and all promotional mediums including web sites and published material relating to the service.
- 3.12.15. The Operator must have a planned approach to relationship and digital marketing and carry out full evaluations of this including website hits, downloads, open email etc.
- 3.12.16. Should the Operator wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Authority, and in particular before the third party's name can be displayed in the Facilities.
- 3.12.17. The Operator shall ensure that no publicity material or notices are produced or displayed in handwritten form.
- 3.12.18. The Operator shall ensure that all standards laid down by the Advertising Standards Authority and Trading Standards Board are adhered to at all times.
- 3.12.19. The Operator shall provide appropriate versions of published materials for people with protected characteristics as defined in the Equality Act 2010.
- 3.12.20. The Operator may, with the Authority's prior written approval in accordance with this Agreement, sell a limited amount of advertising space within the Facilities. The Operator shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement.
- 3.12.21. The Operator will promote joint programmes and websites through web links at no charge to the Authority.
- 3.12.22. The Authority reserves the right to make use of appropriate display space within the Facilities, free of charge, for promotional and publicity material.
- 3.12.23. The Operator shall, from time to time, be expected to support activities being run by the Authority either through cross-promotion or by being present at an event.

- 3.12.24. The Operator shall ensure that community notice boards are retained and clearly named, and that no information shall be displayed outside of the notice board area.
- 3.12.25. The Operator shall ensure that no publicity material whatsoever is affixed to walls, doors, glass or any surface with clear adhesive tape or adhesive putty e.g. blue tack.
- 3.12.26. The Operator may seek sponsorship for events and activities. Any potential sponsorship or initiatives the Operator may wish to enter into must be authorised by the Authority in writing. The Authority reserves the right to veto any sponsorship, which could result in reputational risk / damage to the Authority.
- 3.12.27. The Operator shall ensure that no advertising/publicity material likely to cause offence to or mislead the public, or cause embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Operator shall remove such material immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- 3.12.28. The Operator shall ensure that any event which may negatively affect the reputation of the Authority is reported within one hour of the event occurring.
- 3.12.29. The Operator shall adopt a partnership approach to external communications by submitting draft copies of any press releases or media statements to the Authority for approval prior to them being issued. The Authority shall be permitted to include a statement from its own officers or Elected Members as part of the communication if deemed relevant.
- 3.12.30. The Operator shall ensure that compliance with the Marketing Plan is assessed annually.
- 3.12.31. The Operator shall ensure that a Marketing Plan is submitted to the Authority in accordance with the Meetings and Reporting requirements in this Specification.

### ***Reporting Requirements***

- 3.12.32. The Operator shall report on progress against the Marketing Plan and any failure to deliver the Overall Requirement set out above is submitted as part of the Quarterly Monitoring Report.

## **3.13. Data and ICT Management**

### ***Overall Requirement***

- 3.13.1. The provision of a robust, innovative Information and Communications Technology (ICT) system which enables a high quality of customer service and can comprehensively record, track and report on User profiles and visit behaviour. This will enable the Operator and Authority to effectively measure the Operator's performance in meeting the Authority's Strategic Priorities and contribution towards wider local Strategic Outcomes through the measurement of Performance Indicators.

### ***Overall Requirement***

- 3.13.2. The Operator shall ensure that fully functioning and efficient ICT systems are maintained throughout the Services for the duration of the Contract.

- 3.13.3. The Operator shall be the processor of the User and operational data on behalf of the Authority who will be the controller of the information. All of the data captured, including Direct Debit membership data and originator numbers, will be deemed as being owned by the Authority with the Operator acting as the managing agent. The Operator must provide a web link for authorised Authority Representative to have 'read only' access to User and operational data within its ICT system. The data must be handed back in full to the Authority at the end of the Contract at no cost to the Authority and the Operator may not make copies or store the data for its own subsequent use.
- 3.13.4. Where data has been gathered as part of a grant funded programme it must be stored securely for a period of 6 years after the project has finished or longer if specified by grant conditions.
- 3.13.5. Participation data should be shared openly in compliance with Open Data Institute (ODI) data standards. The main booking system should work on common ODI data standards.
- 3.13.6. The Operator is encouraged to participate in initiatives such as Open Active <https://www.openactive.io>
- 3.13.7. The Operator's ICT system must have, as a minimum, the following capability:
- On-line bookings and payments, block bookings and Facility hire
  - A fully integrated entry/access system which allows authorised entry into designated areas regardless of where the membership was initially taken out by the User (subject to membership status)
  - Usage and Partnership tracking enabling the Operator to track participation and collect the information required for the Key Performance Indicators. This also includes tracking usage of target groups and postcode analysis to enable tracking of participation by underrepresented groups and residents from priority areas
  - Real time tracking of income and expenditure
  - On-line training and web performance
  - Data sharing protocols with partners
  - Comprehensive database of User groups accessible by authorised staff at all customer reception points.
- 3.13.8. The Operator must ensure that all data is protected through appropriate security protocols and related legislation; in particular, The Data Protection Act (2018), General Data Protection Regulation (EU) 2018 and Freedom of Information Act (2000) and any subsequent legislation relating to the management and use of data. The Operator must ensure the safeguarding of User data and that all staff with access to the data are appropriately screened as highlighted in the safeguarding policies of the Authority as referenced in Schedule 15.

### ***Reporting Requirements***

- 3.13.9. The Operator is required to make best use of its ICT systems to report on the Performance Indicators linked to the Authority's Strategic Priorities and contribution towards wider local Strategic Outcomes.
- 3.13.10. The Operator shall submit details of any failure to provide open data as part of the Quarterly Monitoring Report.
- 3.13.11. The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.
- 3.13.12. Should the Authority wish to analyse any specific ICT reports, the Operator must produce the relevant report within seven business days from the initial request.

### **3.14. Health and Safety Management**

#### ***Overall Requirement***

- 3.14.1. Services that fully comply with all relevant Health and Safety legislation, guidance and recognised industry best practice.
- 3.14.2. Services that implement continuous improvement of Health and Safety management, capturing and implementing learning and good practice throughout the period of the Contract.

#### ***Performance Standards***

- 3.14.3. The Operator must provide one member of staff who will act as the "Appointed Person" for Health and Safety. This person must hold the National Certificate in Health and Safety (NEBOSH) or equivalent as a minimum and must act as the contract person for all matters relating to health and safety. The Operator shall comply with all relevant Health and Safety legislation including the Health and Safety at Work etc. Act (1974) as the responsible Employer.
- 3.14.4. All health and safety documentation shall be available for inspection by the Authority or other authorised bodies/persons at any time.
- 3.14.5. The Operator shall comply with all new, updated and existing relevant guidance relating to the management of health and safety in sports and leisure Facilities and Services.
- 3.14.6. The Operator shall submit a Health and Safety Policy setting out a clear approach and commitment together with arrangements in place for managing Health & Safety in accordance with industry best practice. This must include the following written documents within the first three months of the Contract Period:
  - Written policy on all appropriate safety training guidelines
  - Written policy for staff in reporting / dealing with violence
  - Written policy on incidents and accidents
  - Managing Health and Safety in Swimming Pools (in line with HSG 179, Managing Health and Safety in Swimming Pools)

- Risk Assessment Guidelines
  - Codes of Safe Working Practice.
- 3.14.7. All of the above documents shall be reviewed by the Operator annually or on the introduction of new legislation or working practice, or on the introduction of new equipment or working practices or post-accident/ incident investigation or at the enforcing Authorities request.
- 3.14.8. The Operator shall comply with all relevant regulations including the requirements of the Management of Health and Safety at Work Regulations 1999, and in particular, the duty to carry out suitable and sufficient Risk Assessments of all the hazards associated with the premises, operations and Services under their control.
- 3.14.9. The Operator shall carry out annual risk assessments for the Facilities, which will be included in the documentation.
- 3.14.10. The Operator shall carry out risk assessments and revise them:
- if there is an accident or incident where a change is required to prevent a recurrence
  - if a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
  - before and after a new item of equipment is purchased
  - if a change to the building or premises is planned where new / revised arrangements for its safe use will be needed; and
  - when the enforcing Authority requests the Operator to.
- 3.14.11. The Operator shall complete annual fire risk assessments. These shall be reviewed and updated whenever necessary. The Operator shall ensure that copies are available to all staff and for inspection by the Authority at all times.
- 3.14.12. The Operator shall provide safe working procedures for all activities and tasks include the rigging/de-rigging undertaken by staff as determined by the risk assessment
- 3.14.13. The Operator shall ensure that all staff, agents or suppliers who may be required to enter the Facilities sign in and are made fully aware of all relevant rules and procedures concerning safeguarding, their health and safety at work and fire risk and precautions. This includes the relevant sections of a COSHH assessment and the regular recording and "signing-in" of sub-Operators (permit to work system).
- 3.14.14. The Operator shall ensure that all surface water and other liquid spillage within internal areas causing dangerous floor surfaces is dealt with immediately on identification of the problem and signed appropriately.
- 3.14.15. The Operator shall comply with all requirements of the Health and Safety (First Aid) Regulations 1981 as amended, including the provision and maintenance of adequate equipment, Facilities and first aid personnel.

- 3.14.16. The Operator will ensure that First Aiders are appropriately trained and retrained as required, and that both employees and Users are adequately informed of the arrangements made in connection with First Aid.
- 3.14.17. The Operator shall physically check the First Aid equipment and supplies weekly and shall ensure that a record of such checks is available for inspection by the Authority. The Operator shall provide and maintain defibrillators – which are to be added to the NHS register - to the same standard of rigour.
- 3.14.18. The Operator shall ensure that the Facilities have a minimum of one First Aid at Work trained First Aider on site at any time.
- 3.14.19. The Operator shall display the names of the appointed first aiders in a prominent position on the wall in the reception area at each Facility.
- 3.14.20. The Operator shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties.
- 3.14.21. The Operator shall maintain a record of all Health & Safety training undertaken by staff.
- 3.14.22. The Operator shall include health and safety training in the staff induction programme and provide appropriate refresher training in accordance with a training needs analysis and industry guidance.
- 3.14.23. The Operator shall ensure that all signs relating to exits and fire exits are to the standards required by The Regulatory Reform (Fire Safety) Order 2005. and the requirements of Fire and Licensing Officers in respect both of general operation and of special events. For the avoidance of doubt, The Operator shall be the 'responsible person' as defined by The Regulatory Reform (Fire Safety) Order 2005.
- 3.14.24. The Operator shall repair any damaged health & safety notices with immediate effect.
- 3.14.25. The Operator shall ensure that all exits are clear and are checked regularly as part of daily inspections by duty managers.
- 3.14.26. The Operator shall minimise any possible infectious diseases with respect to:
- Air conditioning and ventilation systems.
  - Showers, toilets and hot water systems.
  - Pest control.
- 3.14.27. The Operator will oversee and implement all necessary precautions to prevent or control Legionella ensuring compliance with The Control of Substances Hazardous to Health Regulations 2002 (COSHH) and the Approved Code of Practice L8 (Fourth Edition, 2013).
- 3.14.28. The Operator must identify and assess sources of risk and maintain records of precautionary measures carried out and of monitoring results. If monitoring shows an increased level of risk, or changes are made to a system or the way it is operated, the Operator must inform their Authorised Competent Officer and, if necessary, a new risk

assessment should be carried out ensuring any necessary measures are taken to comply with statutory obligation.

- 3.14.29. The Operator shall produce a written statement of General Policies in accordance with the provisions of the Health and Safety at Work etc. 1974.
- 3.14.30. The Operator shall ensure that all employees receive a personal copy of the written statement of General Policies and understand its contents on the first day of the start of employment and that all employees have access to all other relevant documents concerned with the Health and Safety at Work Act. To this end, the Operator shall issue all employees with a written list of all relevant documents together with a note of where these documents are kept within 7 days of the start of their employment.
- 3.14.31. The Operator shall provide sufficient numbers of qualified employees to be present at all operating times across the Facilities to ensure the safety of employees, Users and sub-operators.
- 3.14.32. The Authorised Officer retains the absolute right to, at any time, issue instructions to the Operator prohibiting unsafe practices and, if necessary, require the closure of any facility or building in the interests of Health and Safety.
- 3.14.33. Any facility or equipment in an unsafe condition shall be withdrawn from use immediately, tagged out of use and stored safely until the necessary repairs can take place.
- 3.14.34. The Operator shall notify to the Authority all defects or defacement to plant and equipment which affect or may affect the health and safety of employees, Users and other visitors to the centres within one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.
- 3.14.35. The Operator shall permit access at all times during the Minimum Opening Hours to all areas of any Facility by the Authority, any relevant Authority health and safety advisor or its representative, Licensing Officer, Environmental Health Officer, Fire Officer or an officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety or for the purpose of inspecting plant and equipment.
- 3.14.36. The Operator will inform the Authorised Officer by the quickest practicable means, of any visit, inspection, or inquiry made by any Enforcement Authority (HSE / Authority / Fire Officer etc.) in connection with their undertaking, and of any subsequent enforcement action, including informal advice.
- 3.14.37. The Operator shall ensure that all aspects of the Personal Protective Equipment Regulations 2002 are adhered to.
- 3.14.38. The Operator shall ensure that the circumstances in which Personal Protective Equipment (PPE) are used are those in which proper consideration has been given to first using other means to protect against risks to health and safety, including elimination of the task, substitute with a safer alternative and engineering controls. PPE should be used as a last resort. Training must be provided around the correct and safe usage of all PPE and the equipment must be maintained and stored properly.
- 3.14.39. The Operator shall properly assess and set out the levels, types and quantities of personal protective clothing and equipment to be provided for each building. The Operator shall also detail the frequency with which all personal protective clothing and

equipment shall be replaced. Records of issue to employees shall be kept by the Operator and made available for inspection by the Authority when required.

- 3.14.40. The Operator shall at all times ensure compliance with maximum occupancy levels for each area within the Facilities as stipulated in the Fire Risk Assessment and/or Public Entertainments Licence and safe system of work if applicable.
- 3.14.41. The Operator shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity taking place.
- 3.14.42. The Operator shall control public throughput of the Facilities to a level that does not jeopardise the safety of Users, reduce hygiene standards or compromise the provision of a quality service.
- 3.14.43. The Operator shall ensure that an induction session is carried out for all fitness gym Users. If the User is an experienced fitness gym user and is unwilling to undertake an induction, the User must sign a disclaimer stating that they are an experienced gym user and do not require an induction. The Operator shall keep records of induction sessions in accordance with their GDPR retention schedule and make them available for inspection by the Authority when required.
- 3.14.44. The Operator shall complete a registration pack in accordance with OFSTED requirements for all customers of the Children's Holiday Schemes. The Operator shall carry out suitable and timely risk assessments for all Children's Holiday Schemes.
- 3.14.45. The Operator shall ensure that all catering Services provided by the Operator are in accordance with the Food Safety Act 1990 and the regulations and orders made thereunder and with particular regard to any existing Food Hygiene Orders.
- 3.14.46. The Operator shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Authority in writing of any subsequent alterations necessary because of changes in legislation, changes in the Facility or improvements to the procedures.
- 3.14.47. The Operator shall provide all staff, where necessary, with instructions regarding emergency procedures, fire procedures including check / inspection and test procedures. The Operator shall ensure that all staff are fully conversant with such procedures and use of emergency equipment.
- 3.14.48. The Operator shall enforce strictly all fire safety regulations and shall carry out practice evacuation drills at least every 6 months and maintain records of staff taking part and time taken for evacuation. Regular checks on firefighting and detection equipment, including an annual service of such equipment by a recognised company must be completed and recorded.
- 3.14.49. The Operator shall ensure that hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services are assessed, kept under proper control, are properly and clearly labelled on their containers, and used in a safe manner to ensure compliance with the Control of Substances Hazardous to Health Regulations 2002. The Operator shall provide staff with written procedures on the safe storage and handling of any hazardous substances and ensure chemicals are suitably segregated and banded as necessary to avoid the release of accidental spillages and a mix of chemicals. The Operator must also ensure COSHH data sheets are easily accessible within the lockable storage areas at each Facility, for ease of reference should an accident involving any chemicals occur.

- 3.14.50. The Operator shall ensure that all cleaning materials and equipment are appropriate for their required function and are stored in accordance with the manufacturer's instructions, British Standards, and relevant Health and Safety Legislation, particularly Control of Substances Hazardous to Health Regulations 2002.
- 3.14.51. The Operator shall be responsible for ensuring compliance with The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013. This will include recording of all documentation in accordance with the GDPR retention schedule, and notification to the HSE or Enforcing Authority.
- 3.14.52. The Operator shall maintain comprehensive records of:
- All accidents and incidents involving staff, members of the public and sub-contractors – to be formally recorded as soon as reasonably practicable and reported to a nominated member of staff and enforcing authority if required.
  - Evacuations and incidents occurring at the premises.
  - Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).
- 3.14.53. The Operator shall ensure that any RIDDOR reportable incident is reported to the HSE and Authority within a reasonable time period of its occurrence with a full incident report and a copy of the RIDDOR report provided within 24 hours.
- 3.14.54. The Operator shall ensure that a full investigation is completed including details of any relevant actions taken/ to be taken and shall be made available to the Authority at any time.
- 3.14.55. The Operator shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place. The Operator shall ensure the Facility's fire and evacuation systems and equipment as part of the EAPs are maintained to relevant standards and regulations and appropriate records kept.
- 3.14.56. The Operator shall ensure compliance with the conditions of the Fire and Electrical Certificates.
- 3.14.57. The Operator shall ensure that only authorised personnel are permitted in non-public areas of the Facilities, such as offices, plant rooms, storage areas etc. Clearly visible prohibition signs shall be displayed to this effect and areas kept locked to avoid unauthorised entry.
- 3.14.58. The Operator shall enforce the Smoking at Work Act 2007 which relates to smoking in public places and ensure that there is no smoking of cigarettes and e-cigarettes or any tobacco or substitute tobacco within the boundary of the Facilities outside of designated areas (where applicable).
- 3.14.59. The following hygiene and safety standards and rules must be maintained and enforced within the Facilities by the Operator as follows:
- No person is allowed to enter the Facilities who:
    - is under the influence of alcohol or drugs (with the exception of prescribed medication) or carrying them on their person

- is considered to be a risk to themselves or others
  - is known to be or have been on the Child Sex Offenders List, known to have been prosecuted for Child Safeguarding related offences or known to have been prosecuted for dealing / holding illegal drugs.
  - causes inappropriate behaviour / noise / disturbance.
- No animals or pets are allowed within the Facilities with the exception of special events (e.g. cat or dog shows). Guide dogs for the blind are restricted to reception and social areas only.
  - No use of sunbeds or similar sun lamps is permitted within the Facilities.
  - No persons are permitted to skateboard, roller skate, or partake in activity sports such as BMX cycling or motorised vehicle sports within the car parks unless as part of an organised event agreed in advance with the Operator.
- 3.14.60. The Operator's staff shall cooperate fully with the Authorised Officer in any investigation or enquiry carried out in respect of the operation of the Facilities or any incident which may have occurred therein or any insurance claim which may arise from the use of the Facilities, including cooperation in the preparation of legal proceedings and availability and attendance at any Court or enquiry to give evidence on behalf of the Authority at no cost to the Authority.

### ***Reporting Requirements***

- 3.14.61. The Operator will produce and update a Health and Safety Management Plan and provide a copy to the Authority one month before the Commencement Date and one month before the start of each subsequent contract year.
- 3.14.62. The Operator shall report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations 2013 to the Authority and any other required organisation (i.e. the Health and safety Executive (HSE)) within the time restraints prescribed by the regulations. The Operator shall ensure that records of accidents and actions taken are to be made available for inspection by the Authority.
- 3.14.63. The Operator shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant Facility.
- 3.14.64. The Operator shall provide a summary report of all accidents and incidents occurring at the Facilities as part of the Major Accidents and Incident report.
- 3.14.65. The Operator shall maintain records of precautionary measures and monitoring carried out in respect of Legionella prevention and control and of monitoring results.
- 3.14.66. The Operator is required to commission at its own cost, an annual independent health and safety review and audit of each Facility for submission to the Authority.
- 3.14.67. The Operator shall report details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Monitoring Report.

### **3.15. Major Incident Reporting**

#### ***Overall Requirement***

- 3.15.1. The Authority and all other relevant authorities (e.g. Police, Fire, HSE, etc.) are to be made aware of all major incidents as soon as possible.

#### ***Performance Standards***

- 3.15.2. The Operator shall ensure the Authority is made aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on Users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant or structural failure, industrial action, closure or any other issue likely to be of interest or concern to the Authority and Users. This includes programmes delivered as part of the Active Lifestyles Programme and any community programming. The Operator shall ensure that if there is a major incident, the procedure set out below is followed.
- 3.15.3. The objectives of this procedure are to:
- Reassure the public
  - Ensure the Authority is fully briefed on the incident
  - Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
  - Minimise the likelihood of a repeat incident
  - Enable the Authority to respond competently to enquiries.
- 3.15.4. The Operator shall ensure that the Authority makes records of all major incidents, accidents, near misses and actions taken available for inspection.
- 3.15.5. The Operator shall ensure that all major incidents involving the service in the Facilities, the Active Lifestyles Programme or any community programming are reported to the Authority by telephone as soon as practicable followed by a full report by email.
- 3.15.6. The Operator shall ensure that, in the event of an incident relating to security, severe injury as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 2013) or death or any other major Emergency occurring within the service, the incident is reported to the Authority by telephone at the earliest opportunity.

#### ***Reporting Requirements***

- 3.15.7. The Operator shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to these incidents.
- 3.15.8. The Operator shall ensure that, as soon as practicable, following any emergency, a full report of the actions taken and the implications for future training, is provided to the Authority. In the event of the Authority or its insurers wishing to undertake an investigation, the Operator shall fully comply with any reasonable requests for information from staff attending such an inquiry.

- 3.15.9. The Operator shall provide a report on a summary of all accidents, incidents and near misses occurring at the Facilities, the Active Lifestyles Programme or any community programming as part of the Quarterly Monitoring Report.
- 3.15.10. The Operator shall ensure that details of any failure to maintain the required Performance Standards set out above should be included as part of the Quarterly Monitoring Report.

## 4 ASSET MANAGEMENT

### 4.1. Asset Management Capital and Revenue Funding

- 4.1.1. The Operator is responsible for meeting the costs of all planned and reactive maintenance, and equipment maintenance. The Operator is fully responsible for the replacement of all the items excluding those items listed as the responsibility of the Authority in Appendix 7 Lifecycle Replacement Responsibility Matrix.
- 4.1.2. The Authority is responsible for the funding of all lifecycle maintenance items included within Appendix 7 Lifecycle Replacement Responsibility Matrix

### 4.2. Building Maintenance

#### *Overall Requirement*

- 4.2.1. That all buildings, plant and equipment included in the Agreement are maintained to a good and proper standard to ensure a high-quality customer experience, to conform with legislation and statutory requirements and to maximise the lifecycle of any of the Authority's assets.
- 4.2.2. That all building fabric, fittings, assets and equipment are replaced as specified in this Agreement and in accordance with the agreed Lifecycle Replacement Schedule.

#### *Performance Standards*

- 4.2.3. The Operator shall be responsible for repair and maintenance of all buildings, assets, plant and equipment at the Facilities (including the renewal/replacement of parts to minor/major plant and equipment that is required through general maintenance/or normal wear and tear) excluding those items listed in Appendix 7 Lifecycle Replacement Responsibility Schedule that are shown as being the Authority's responsibility for replacement.
- 4.2.4. The Authority shall maintain, repair and replace the following items of the Facilities so that they remain structurally sound, wind protected and watertight:
  - a) The structure of the buildings to include foundations and underground services (excluding those belonging to statutory undertakers), structural steelwork and concrete, load bearing walls and beams (but not the plastered surfaces or finishes of such walls and beams), external walls, roofs, ramps, staircases and floor structure (but not the tiles, surfaces or coverings)
  - b) Access roads, kerbs, and external drains
  - c) Renewal / replacement of plant, assets and equipment listed in Appendix 7 Lifecycle Replacement Responsibility Schedule as being the Authority's responsibility.
- 4.2.5. The Operator shall ensure that all repair, maintenance and servicing of plant, assets and equipment is undertaken by suitably trained and qualified staff.

- 4.2.6. The Operator is responsible for the repair and maintenance of the building, including maintaining floor, ceiling and wall coverings and finishes (including any work to sports floors in line with the specification of the manufacturer), maintaining internal decorations, sanitary ware, all internal/external glazing, repairs and adjustments to internal and external doors, skylights and windows including ironmongery; and the cleaning and clearing of rainwater goods and drains, traps and waste pipes.
- 4.2.7. The Operator is responsible for the repair, maintenance and lifecycle replacement of all telephone, ICT and associated data systems.
- 4.2.8. The Operator is responsible for the repair and maintenance of all external fencing, signage, floodlighting to the car park at all the Facilities and associated areas including the Lymington Artificial Turf Pitch.
- 4.2.9. The Operator is responsible for the maintenance, repair and replacement of all plant and equipment as specified. This extends to the maintenance, repair and replacement of all consumable items (e.g. pool filter sand media, UV tubes/Arc tubes to UV system, cables and pulleys to poolside floors and booms, hoses etc.)
- 4.2.10. Any underwater works to the pools must comply with the HSE Diving at Work ACOP's (Inshore 104) standard.
- 4.2.11. The Operator must demonstrate all fixed plant is maintained on a regular basis.
- 4.2.12. Due to the specialist nature of some items of plant, machinery and equipment, the maintenance of which may be beyond the normal scope of the operation, the Operator will enter into direct servicing contracts with specialist companies.
- 4.2.13. The Operator shall not enter into a maintenance agreement with a specialist sub-contractor, which continues beyond the term of the Contract, without the prior written approval of the Authorised Officer. In the event of the Operator entering into an agreement, which continues beyond the term of the Contract without the prior written approval of the Authorised Officer, the Operator, shall indemnify the Authority against any costs including legal costs involved in the termination of any such maintenance agreement.
- 4.2.14. The Operator is responsible for the operation, repair, and maintenance of all building Services, including heating, ventilation, hot and cold and drinking water, electric power and lighting, alarms, communications, time and sound systems, CCTV, lightning conductors, lifts etc.
- 4.2.15. The Operator shall ensure that the Facilities and all equipment are fully functioning and available for use, conform to legislation and comply with statutory requirements, perform in the most efficient manner and achieve full economic life.
- 4.2.16. The Operator shall be responsible for maintaining the Facilities to a high standard of repair, maintenance, decoration and cleanliness in line with the appropriate maintenance schedule to ensure the proper performance of the Services. The Operator is responsible for all costs and charges relating to the maintenance, repair and cleanliness of the Facilities.
- 4.2.17. The Operator shall regularly service, maintain and replace as appropriate all buildings, equipment and plant in accordance with this Services Specification.

- 4.2.18. The Operator shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification and in accordance with the Operator's Facilities Management Method Statement (as set out in Schedule 2 (Service Delivery Proposals)) or any subsequently agreed method.
- 4.2.19. The Operator shall implement and maintain an electronic ICT asset management system to list details of assets and equipment including records of any replacement, to record details of maintenance contracts and to log all servicing and maintenance of assets and equipment including both PPM and reactive maintenance. The ICT asset management system should allow for read only access to be provided to the Authorised Officer.
- 4.2.20. The Operator shall ensure that the interior and exterior appearance of the Facilities are kept up to date and reflect the needs and expectations of Users.
- 4.2.21. The Operator shall carry out breakdown and repair maintenance for all buildings and Services to ensure that, at all times, the plant, buildings and equipment at the Facilities are maintained to a standard of good repair and are fully functional in respect of the activities taking place at the leisure centres.
- 4.2.22. The Operator as a minimum shall ensure that:
- Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Operator's previously agreed Facilities Management Method Statement (as set out in Schedule 2 (Service Delivery Proposals)) and the agreed Schedule of Programmed Maintenance
  - Maintenance procedures ensure Facilities:
    - Comply with all applicable statutory requirements and Legislation and Approved Codes of Practice
    - Are in a safe, secure, wind protected and watertight condition
    - Are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facility as a whole and in accordance with current and future industry standards, and
    - Are maintained in a manner that prevents deterioration save fair wear and tear of any part thereof.
  - All maintenance repairs use materials that are comparable and compatible with existing materials used at each Facility
  - All maintenance activity is recorded on the ICT asset management system
  - All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.
- 4.2.23. The Operator shall ensure that on a continuing basis the maintenance and operating procedures comply with this Agreement.
- 4.2.24. The Operator shall take responsibility for and be responsible for the costs of all maintenance Services as set out in this Agreement.

- 4.2.25. The Operator shall be responsible for all costs of the replacement of all items as set out in this Agreement and shall comply with the provisions of this Agreement with respect to the Authority's assets.
- 4.2.26. The Operator shall implement programmed maintenance, comprising of:
- Planned Preventative Maintenance
  - Statutory/ mandatory testing/ inspections
  - Repair and replacement (in accordance with the terms of this Agreement).
- 4.2.27. The Operator shall carry out reactive maintenance in accordance with this Services Specification and applicable response/ rectification times.
- 4.2.28. The Operator shall ensure that copies of operating worksheets for periodic maintenance and repairs carried out are recorded on the asset management system.
- 4.2.29. The Operator shall maintain on the asset management system records of all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all servicing or other such investigations that are carried out to plant, machinery and equipment.
- 4.2.30. The Operator is required to keep Building Manuals containing operating and maintenance instructions for each of the Facilities. They must be kept up to date whenever work is carried out and provide a copy to the Authority when requested.

*Planned Preventative Maintenance (PPM)*

- 4.2.31. The Operator shall design, implement and maintain a Planned Preventative Maintenance (PPM) Schedule to manage the maintenance, testing and operation of all items of plant, equipment and building fabric within the Facilities, inclusive of fixtures and fittings.
- 4.2.32. The Operator shall ensure the PPM Schedule is used in a manner that helps optimise the performance of all assets for the duration of their effective life.
- 4.2.33. The Authority may at any time carry out checks of the PPM Schedule and check any replacement, maintenance or repair of assets carried out by the Operator.
- 4.2.34. The Operator shall meet their respective minimum response times to ensure that any reactive repairs are completed with the least inconvenience and disruption to the operation of the Facilities.
- 4.2.35. The Operator shall ensure that only appropriately trained personnel are dispatched to undertake PPM.
- 4.2.36. The Operator shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.
- 4.2.37. The Operator shall ensure that, where glass is replaced for whatever reason, the replacement glass meets the standards as set out in Regulation 14 of the Workplace (Health and Safety and Welfare) Regulations 1992, and BS 6262: Part 4 and areas of special risk Class C of BS 6206 or any subsequent revision.

- 4.2.38. The Operator shall ensure that where materials have to be replaced, for whatever reason, the replacement materials match in every way the specification, quality, performance, and appearance of the original materials.

*Fabric Maintenance*

- 4.2.39. The Operator shall maintain, repair and replace all internal building fabric excluding those items listed as the responsibility of the Authority in Appendix 7 Lifecycle Replacement Responsibility Matrix.
- 4.2.40. Building maintenance and repairs will include:
- Repairs and replacement to woodwork, masonry, floor, wall and ceiling finishes (including studios), ceilings and all internal / external glazing
  - Damage to the building caused by misuse or vandalism
  - Internal joinery, locks, door fittings, spring and panic bolts
  - Gutters and down pipes, including concealed gutters, wastes, drains, soil pipes and fittings
  - Water waste preventers, cisterns, ball valves, taps, stop valves and associated equipment
  - Data cables, ports and protective trunking
  - Health and safety fittings and appliances
  - Replacement to distribution boards, electrical fittings, fuse and switch gear
  - The maintenance, testing and inspections of lifts in accordance with Lifting Operations and Lifting Equipment Regulations 1998).
- 4.2.41. The Operator shall provide a professionally managed programme of building fabric maintenance. It shall make sure that the Facilities are in a safe, secure, wind protected and watertight condition.
- 4.2.42. The Authority must provide the Operator with comprehensive Asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those areas which:
- Are presumed by the Authority to contain Asbestos, or
  - It has been concluded by the Authority that they do contain Asbestos, or
  - It has been concluded by the Authority that they do not contain Asbestos, or
  - Are presumed by the Authority not to contain Asbestos.

*Asbestos*

- 4.2.43. The Operator shall discharge its obligations under the Control of Asbestos at Work Regulations 2002 and its amendments including the publishing and maintenance of a comprehensive Asbestos register, and associated risk analysis, of all areas within the

Facilities, identifying those which reviewing and amending the survey provided by the Authority at the start of the Contract.

- 4.2.44. The Operator shall make this Asbestos register permanently available to the Authority, sub-contractors and suppliers and any other operatives carrying out work on either the Operator 's or the Authority's behalf at the Facilities.
- 4.2.45. The Operator shall ensure that all activities are executed, and records updated with due regard to the Control of Asbestos at Work Regulations 2002 and its amendments.
- 4.2.46. The Operator shall ensure that information relating to Asbestos and associated work schedules is maintained on its facility management ICT system and supplied to the Authority.
- 4.2.47. The Authority will provide the Operator with the existing asbestos survey at the start of the contract that will be as comprehensive as the legislation requires. However, other asbestos may be present in the Facilities which would only be uncovered by an intrusive survey or by workers when maintaining or adapting the building e.g. plumbers, electricians, alarm/ICT contractors etc. It is therefore a requirement that the Operator and the Authority only allows asbestos trained contractors to carry out maintenance (CHAS or another accreditation). If asbestos is noticed during works, they should stop immediately, make the area safe and notify the Authority who will arrange for the asbestos to be removed to rendered safe.

#### *Mechanical and Electrical Maintenance*

- 4.2.48. The Operator shall provide a professionally managed, high quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime.
- 4.2.49. The Operator shall follow the maintenance requirements specified by:
  - Original equipment manufacturer's recommendations.
  - The Authority's requirements as set out in this Services Specification
  - All relevant statutory regulations and requirements
  - Specific warranty period maintenance requirements.
- 4.2.50. The Operator shall use the Building Management System (BMS) to ensure operating conditions at each Facility are maintained effectively and efficiently and to record the performance of equipment and systems.

### **4.3. Statutory/ Mandatory Inspections**

- 4.3.1 The Operator shall ensure that all statutory and other mandatory requirements are met in respect of the Maintenance Services and inspections. The Operator shall inform the Authority in the first instance of any breaches of these obligations together with a programme for rectification and measures to safeguard against a repeat.
- 4.3.2 The Operator shall set up a programme of statutory, mandatory and insurance inspections to ensure all assets receive the required inspections at the correct time. The annual programme shall be issued to the Authority in advance of the inspection. The Operator shall at all times comply with all relevant EC and UK statutory and

legislative requirements and all relevant guidance (including British Standards) including any alterations that may take place.

- 4.3.3 The Operator shall cooperate with any periodic inspections made by the Authority, or any authorised external agencies and shall provide such reasonable assistance to such inspectors as may be necessary.

*Portable Appliance Testing*

- 4.3.4 The Operator shall ensure that as a minimum, Portable Appliance Testing ('PAT') is implemented and carried out in accordance with the Code of Practice for in-services inspection and Testing of Electrical Equipment published by the Institution of Electrical Engineers, as amended from time to time. The Operator shall ensure that all portable appliances are tested and certified with copies of certificates promptly forwarded to the Authority.
- 4.3.5 PAT testing shall be risk based. The Operator shall determine the frequency based on the risk presented to the Class 1 and 2 electrical and electronic equipment used at the Facilities and by the working environments within them.
- 4.3.6 The Operator shall test any item of equipment introduced to the Facilities prior to its being used. Once tested, items shall be tagged and logged in accordance with the above regime by the Operator.
- 4.3.7 The Operator shall maintain a register of portable appliances held at the Facilities, including but not limited to portable items and static items. The Operator shall maintain the register containing details of the executed PAT tests. Such testing shall form part of the overall PPM regime and the Operator shall ensure that all reports and recommendations are held centrally.

*Fire Detection, Emergency Lighting and Fighting Systems*

- 4.3.8 The Operator shall ensure that all fire detection alarm systems are maintained and tested in accordance with BS 5839: Part 1 (or replacement standards) with copies of the relevant certificate promptly forwarded to the Authority.
- 4.3.9 The Operator shall ensure that all Emergency Lighting Systems are maintained and tested in accordance with BS 5266: Part 1 (or any replacement standards) with copies of the certificates promptly forwarded to the Authority following each service.
- 4.3.10 The Operator shall test all fire detection equipment and emergency lighting on a weekly basis and in a manner, which ensures that every manual call point is activated through the testing period and cyclically at a frequency and at a time to be agreed between the Authority and the Operator in accordance with manufacturer's and installer's guidance and in line with the above statutory guidance. The Operator shall ensure that the results are logged within each location and centrally within the CAFM system. The Operator shall ensure that all abnormal test results are acted upon and the appropriate action is taken to remedy any abnormal test results in line with the required response and rectification times.

*Security, Access and Intruder Systems*

- 4.3.11 The Operator shall maintain any internal and external CCTV and intruder alarm systems at the Facilities to ensure their proper functioning at all times. The Operator

shall ensure that any failure in such systems is rectified within the required rectification times.

4.3.12 The Operator shall ensure that all intruder alarm systems are maintained and tested in accordance with BS 4737 (or replacement standards) with copies of the certificates forwarded to the Authority when requested.

4.3.13 The Operator will maintain all Fire Exits and access doors at all times.

#### *Re-Lamping*

4.3.14 The Operator shall carry out all necessary re-lamping at the Facilities. The Operator shall adopt an organised approach to re-lamping across the Facilities. The Operator shall monitor the provision of this service for efficiency with a view to achieving the greatest possible reductions in replacement frequency and cost. All existing fittings and lamps will be replaced with LED replacements (including fixtures and fittings) for the duration of the Contract Period.

#### *Duct Maintenance*

4.3.15 The Operator shall regularly maintain and clean all ducts (including fire dampeners), shaft, risers and associated ventilation at the Facilities.

#### *External Maintenance*

4.3.16 The Authority will be responsible for the maintenance of the external structure of the building in accordance with clause 4.2.4. The Operator will be responsible for ensuring that any defects or damage to the external structure, whether caused accidentally or not, will be reported to the Authorised Officer as soon as possible.

4.3.17 The Operator will be responsible for the grounds maintenance and general cleansing, grass cuttings, drain and litter clearance of the access areas and surroundings of the Facilities.

4.3.18 The Operator will be responsible for litter picking all external areas and for all litter clearance following local sporting and special events / community events held at the Facilities, to the standard required in the Environmental Protection Act 1990.

#### *Car Parks*

4.3.19 The Operator shall be responsible for maintaining the car parks at the Facilities to include the maintenance, repair and replacement where required of the following:

- Paved or tarmacadam roadways and footpaths
- Foul and surface water drain, covers, manholes
- Access ramps
- All external lighting including free standing lighting columns
- Electrical cables
- Fences, handrails and barriers (including redecoration and wood treatment)

- Illuminated and non-illuminated signs and notices
- Litter bins
- Landscape furniture i.e. benches, raised planters, bollards.

4.3.20 The Operator shall not hire / use the Facilities' car parks for any other purpose than the parking of cars by users / visitors to the Facilities.

*Artificial Turf Pitch*

4.3.21 The Operator will be responsible for the regular maintenance, sweeping and all repairs to the Artificial Turf Pitch at Lymington, the surrounding areas, fencing and pavilion. The Operator will be responsible for the general cleanliness of the ATPs area including removal of litter. The Operator will be responsible for repairs to the boundary fences.

4.3.22 The Operator will enter into a third-party service agreement to undertake the following tasks on a quarterly basis:

- Extensive weed clearing and moss control
- Power sweeping
- Drag brushing ensuring even coverage of infill crumb
- Full inspection/repair of playing surface area, all seams and play lines.

4.3.23 The Operator is responsible for contributing to the lifecycle of the replacement of the Artificial Turf Pitch at Lymington to a total of £16,192 per annum throughout the Contract Period.

*Modifications*

4.3.24 The Operator will not be allowed to make any modifications to either the building, plant or equipment provided for the Services without the written permission of the Authorised Officer.

*Services and Utilities*

4.3.25 The Operator will be responsible for ensuring that the means of sewerage disposal and supplies of mains water, electricity, gas and external telephone communications are maintained to the Facilities. The Operator will be responsible for the prompt payment of all charges in connection with the provision of these Services during the period of the contract.

4.3.26 The Operator will not permit the disconnection of any electricity, gas or water supply to the Facilities without the written agreement of the Authorised Officer, except where these are to be carried out by the utilities themselves under their emergency or statutory powers. The Operator will be responsible for any costs arising from the interruption to supplies, which are due to his failure to make payments for accounts or to make service agreements.

### ***Reporting Requirements***

- 4.3.27 The Operator shall ensure that results of all non-compliant measurements are recorded on the asset management ICT system.
- 4.3.28 The Operator shall report on all inspections and maintenance checks for the purpose of a building audit over the Contract Period. The Operator shall ensure that this information is stored on the asset management ICT system.
- 4.3.29 The Operator shall on an annual basis, review and update the Planned Preventative Maintenance (PPM) Schedule for the Facilities. This must be submitted to the Authority in accordance with the reporting requirements in Section 5 Performance Management and Reporting.
- 4.3.30 The Operator shall on an annual basis, produce a Schedule of Programmed Maintenance for the Facilities. This must be submitted to the Authority in accordance with Section 5 Performance Management and Reporting.
- 4.3.31 The Operator shall provide a Maintenance Programme Progress Update as part of the Quarterly Monitoring Report.
- 4.3.32 The Maintenance Programme Progress Update should cover (without limitation):
- Any health and safety issues relating to buildings, plant and equipment
  - Contractual issues requiring discussion and resolution
  - Review of action plans as necessary
  - Review of financial matters
  - Overall contract compliance including completed and not completed PPM activities, completion of reactive maintenance within and outside the specified response and rectification times and exception report covering the maintenance activities
  - Results of any audits
  - Proposals for continuous improvement
  - Review of cost saving / cost avoidance initiatives
  - Review of any matters affecting or affected by third party suppliers.
- 4.3.33 The Operator shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Overall Requirement as part of the Quarterly Monitoring Report.

## **4.4. Maintenance and Replacement of Equipment**

### ***Overall Requirement***

- 4.4.1 Equipment that is available, well maintained, safe and fit for purpose for the activity it is designed for, taking into account the standard of sport or activity being undertaken and is able to meet the programming requirements of the Services.

### **Overall Requirement**

- 4.4.2 The Operator shall maintain all equipment listed in the Equipment Inventory and return them all on the expiry date, or if earlier, the termination date, in good working condition (taking into account fair wear and tear).
- 4.4.3 The Operator shall replace, when that item reaches the end of its useful life, all equipment listed in the Equipment Inventory, excluding any items identified as the responsibility of the Authority, with equipment that is of equivalent or superior quality.
- 4.4.4 The Operator shall provide, at its own cost, any additional equipment and materials required for carrying out the Services and shall reflect this in the Equipment Inventory. The Operator is responsible for the maintenance and replacement of any such additional equipment.
- 4.4.5 The Operator shall make provision for the hire of sports equipment within the Facilities in order to meet User requirements.
- 4.4.6 The Operator shall ensure that all equipment listed in Equipment Inventory, and any replacement or additional equipment is fit for purpose, safe and is maintained to a suitable standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations.
- 4.4.7 Equipment must be stored safely and securely.
- 4.4.8 The Operator accepts that the equipment listed in Appendix 8 Equipment Inventory, is sufficient to deliver the Services set out in this Services Specification.
- 4.4.9 The Operator shall ensure that an Equipment Inventory is updated on a regular basis to reflect any replaced equipment and to identify any new or written off equipment. The Operator shall confirm the Equipment Inventory to the Authority within one month following the Commencement Date and provide a revised Equipment Inventory to the Authority on an annual basis within one month of the start of each subsequent Contract Year.
- 4.4.10 The Operator shall ensure that all equipment shall comply with relevant industry standards, National Governing Body requirements and British and European Standards and shall be limited to the use it was designed for, as specified within the manufacturer's or supplier's guidelines and/or operating manuals.
- 4.4.11 The Operator shall use all reasonable endeavours to ensure that all equipment is replaced on a like for like basis having due regard to relevant advances in equipment manufacture, trends in activity programming and in compliance with relevant industry standards, National Governing Body requirements and British and European Standards.
- 4.4.12 The Operator shall replace the equipment in accordance with the agreed Lifecycle Replacement Schedule. Any residual value of equipment that is replaced may be retained by the Operator.
- 4.4.13 The Operator shall ensure that any item of equipment that is found to be defective or has failed is immediately withdrawn from service and repaired or replaced. The Operator shall make it secure and ensure it cannot inadvertently be used whilst withdrawn from service.

- 4.4.14 The Operator shall test all portable electrical appliances to ensure compliance with The Electricity at Work Regulations (1989) and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Authorised Officer.
- 4.4.15 The Operator shall ensure that all equipment is regularly inspected and serviced in accordance with the manufacturer's or industry guidelines and appropriate records kept. Inspections and servicing of specialist equipment shall be undertaken regularly by a recognised supplier in accordance with the manufacturer's or industry guidelines.
- 4.4.16 The Operator shall ensure that all areas of the Facilities have equipment provided in accordance with the following standards:
- Sufficient equipment for the activity programmed
  - Suitable and reasonable arrangements for Users with disabilities
  - 95% of the following to be available at any one time.
    - Health & Fitness Suite
      - cardiovascular and resistance machines
      - high quality audio/visual systems (95%)
    - Changing & Toilet Facilities
      - male/ female/disabled changing cubicles
      - male/ female/disabled toilets
      - shower cubicles/open showers
      - secure storage lockers
      - sanitary/hair-drying Facilities
    - Vending Facilities
      - vending product range
      - covers/seating area
    - Car Park, Access & Other External Areas
      - car/disabled/staff parking areas.
- 4.4.17 The Operator shall not introduce any additional coin-operated equipment (in addition to items identified in Appendix 8 Equipment Inventory), including gaming and amusement machines, to the Facilities without consultation with the Authority.
- 4.4.18 The Operator shall ensure that the Facility has a defibrillator on each site and that supervisory staff receive regular training updates in line with British Association of Cardiac Rehabilitation (BACR) regulations.

### ***Reporting Requirements***

- 4.4.19 The Operator shall provide an updated version of the Equipment Inventory found in Appendix 8 Equipment Inventory to the Authority within one month of the Commencement Date and, annually thereafter, within one month of the commencement of each subsequent Contract Year.
- 4.4.20 The Operator shall report the details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Monitoring Report.

### **4.5. Grounds Maintenance**

#### ***Overall Requirement***

- 4.5.1 External grounds within the site boundaries of the Facilities to be maintained in such a way as to provide a well presented and safe environment for all Users, allowing for efficient and effective use of the Facilities and promoting a positive image of the Facilities at all times.

#### ***Performance Standards***

##### *The Grounds*

- 4.5.2 The Operator will be responsible for grounds maintenance and general cleansing which includes sweeping, care and maintenance of grassed and landscaped areas (including trees and hedges), drains and litter clearance of the access areas and surroundings of the Facilities.
- 4.5.3 The Operator will be responsible for the maintenance of the car parks including the re-marking of the car parks.
- 4.5.4 The Operator will be responsible for the maintenance of boundary fences surrounding the Facilities as identified in Schedule 5 – Site Plans.
- 4.5.5 The Operator will be responsible for all litter clearance following local sporting and special events / community events held at the Facilities, to the standard required in the Environmental Protection Act 1990.

##### *Slippery Surfaces*

- 4.5.6 The Operator shall be responsible for the treatment of hard surfaces, with an appropriate herbicide/fungicide or other suitable material to ensure that at no time there is a formation of algae, moss etc. causing the surface to be slippery.

##### *Snow and Ice*

- 4.5.7 During periods of snow and ice, the Operator shall distribute de-icing salt over pathways and external entrances to provide safe routes for Users and staff entering / exiting the Facilities.
- 4.5.8 The Operator shall ensure that any specific hazards caused by inclement weather shall be made safe.

#### *Graffiti and Flyposting*

- 4.5.9 The Operator shall remove all graffiti and flyposting from all external walls of the Facilities to ensure that the site remains graffiti free and shall use reasonable endeavours to prevent and reduce the writing of graffiti in the sites.
- 4.5.10 The Operator will be responsible for ensuring that any defects or damage to the external structure of the Facilities is reported to the Authorised Officer with the minimum delay and confirmed in writing.

#### *Pests, Vermin and Wild Animals*

- 4.5.11 The Operator shall eradicate rats and remove wasps' nests, swarms of bees, pests, including Brown Tail Moth and vermin within the Facilities.

#### *General*

- 4.5.12 The Authority shall give priority to areas of need in line with the requirements of the Environmental Protection Act 1990 and follow the general principle that the 'dirtier' an area has become, the more quickly it should be cleaned and returned to "Grade A" in accordance with the Environmental Protection Act 1990.
- 4.5.13 The Operator shall make proper financial and operational arrangements for the disposal of all effluent, waste and refuse arising from all Sites during the Contract Period.

#### ***Reporting Requirements***

- 4.5.14 The Operator shall report to the Authority any failure to maintain the required Overall Requirement set out above as part of the Quarterly Monitoring Report.

### **4.6. Environmental and Energy Management**

#### ***Overall Requirement***

- 4.6.1 Facilities that are operated in an environmentally sensitive and sustainable manner, to reduce energy consumption, minimise chemical usage, recycle appropriate non-hazardous wastes and contribute to the delivery of the Authority's policies for safeguarding the environment and promoting sustainability.

#### ***Performance Standards***

- 4.6.2 The Operator must be aware of the Authority's environmental policy and perform their work to maximise opportunities to reduce pollution.
- 4.6.3 The Operator shall have a clear environmental and energy management policy and implement effective operational practices that have a demonstrably positive effect on the environment that includes:
- Reduction of pollution to air, water and land
  - Reduction in the use of environmentally harmful chemicals
  - Improved energy management (including as appropriate reducing energy consumption, energy conservation and use of renewable energy)

- Increasing water efficiency and maximising water recycling opportunities
- Maximising recycling and reducing waste, including through the reduction of plastics usage and ensuring that all waste is disposed of correctly
- Developing and promoting opportunities for sustainable transport to and from the Facilities
- Encouraging the purchase of environmentally sound, locally produced goods and services
- Raising awareness amongst staff and Users to ensure these environmental issues are addressed
- Protecting and enhancing the towns' built and natural environment.

- 4.6.4 The Operator must establish an Environmental and Energy Management Plan covering all the above requirements to be updated with new targets on an annual basis. The Operator must comply fully with any environmental audit carried out by the Authority or external agencies.
- 4.6.5 The Authority is committed to responsible energy management and the efficient use of energy throughout its operations. It also recognises that good energy management helps to protect the environment by conserving natural resources and reducing harmful emissions. The Operator shall take account of, and comply with, the Authority's policy on Environmental Health which sets out the Authority's aims and objectives for minimising its environmental impact.
- 4.6.6 The Operator shall provide information for the Authority's Environment Management Systems (EMSs). Where applicable, the Operator shall implement systems which are based on, or modelled upon, a recognised standard such as ISO 14001 or Eco Management and Audit Scheme (EMAS).
- 4.6.7 The Operator shall be responsible for the procurement and management of Utilities and payment of the Utilities bills for all sites.
- 4.6.8 The Utilities bills shall be in the name of the Operator.
- 4.6.9 The Operator shall monitor and validate all meter readings at all of the Facilities.
- 4.6.10 The Operator shall take all responsible steps to ensure that meter readings (i) can be reconciled to Utilities bills, (ii) are correctly calculated and (iii) accurately reflect actual energy consumption. For each Facility the Operator is to prepare a monthly report that shall include the following information, set out for the relevant Month and for the Year to Date: Electricity consumption (including half-hourly consumption data), Gas consumption, Other fuel use, and Total energy consumption in terms of kWh and CO<sub>2</sub>.
- 4.6.11 The Operator shall ensure contingency plans are in place to address the loss of each or all energy supplies, and that these have been reviewed and tested to a programme agreed with the Authority.
- 4.6.12 The Operator shall ensure its contingency plans are executed as planned with due expediency following the loss of one or more energy supplies. The Operator shall, as soon as it is aware, immediately inform the Authority's Representative of all scheduled

interruptions to any energy supply whether or not it may affect the Authority's operations.

- 4.6.13 The Operator shall arrange the implementation, display and renewal of Display Energy Certificates (DECs) at any Properties required by the Authority, including those Properties which require DECs under Government legislation.
- 4.6.14 The Operator shall ensure all DECs are correctly displayed by the required date. The Operator shall advise the Authority on which recommendations to follow in the supplementary advisory reports.
- 4.6.15 The Operator shall advise the Authority on how to meet existing and forthcoming statutory requirements and compliance activities related to Air Conditioning plant (TM 44).

#### ***Reporting Requirements***

- 4.6.16 The Operator will record and report on all energy consumption (electricity, gas and water), consumption of renewable energy, and the amount of non-recyclable waste collected from the Facilities on a monthly basis, including total metered consumption and cost. Details of energy consumption, split by renewables and non-renewables, shall be provided to the Authority as part of the Quarterly Monitoring Report.
- 4.6.17 A complete record of waste disposal records is to be kept on site as required by Department for Environment, Food and Rural Affairs (DEFRA).
- 4.6.18 The Operator shall develop an Environmental Management Plan for each facility on an annual basis with clear targets to reduce energy consumption and non-recyclable waste. The Environmental Management Plan shall be reported to the Authority one month prior to the Commencement Date for approval and annually thereafter for the duration of the Contract Period.

### **4.7. Legislation and Policy**

#### ***Overall Requirement***

- 4.7.1 Services that comply fully with all Legislation relating to the management of the Facilities and the provision of Services.

#### ***Performance Standards***

- 4.7.2 The Operator shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, child protection and the Equality Act 2010. The Authority and Operator shall also ensure that any relevant planning conditions attached to the Facilities are complied with.
- 4.7.3 The Operator shall operate an "Equality Policy" covering all activities and events.
- 4.7.4 The Operator shall ensure that all employees and any sub-contractors or third parties employed by the Operator, have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport, leisure and community Facilities. In particular, the Operator should ensure that:

- All agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning the safeguarding, health and safety regime and fire risk and precautions
- All surface water and other liquid spillage within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately
- The first aid equipment and supplies, including signage for first aid provision, is physically checked weekly and a record is made which is available for inspection by the Authority
- Hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services, are kept under proper control and safekeeping. The hazardous materials or equipment are properly and clearly labelled on their containers and comply with the relevant Control of Substances Hazardous to Health (2002)
- It undertakes, at its own cost, its own risk assessments and associated training
- It keeps records of accidents and actions taken and these are to be made available for inspection by the Authority
- There is a full and comprehensive fire and evacuation procedure. The Operator shall ensure all fire and evacuation systems, and associated equipment are maintained to relevant standards and regulations and shall keep appropriate records. The Operator shall develop and maintain a Normal Operating Procedure and Emergency Action Plan that aligns with the Authority's overall approach to Emergency Planning
- Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.

4.7.5 The Operator shall ensure that the Health & Fitness Facilities are managed in accordance with the CIMSPA document "Health and Fitness Operators' Guide" or the UK Active Code of Conduct for fitness suite Operator s or any replacement industry guidance.

4.7.6 The Operator shall ensure that OFSTED registered Holiday Schemes are provided where appropriate. The Operator shall ensure that the Scheme is managed in accordance with standards required by The Children Act, OFSTED requirements and the requirements under 3.8 Safeguarding.

4.7.7 The Operator shall comply with all relevant Authority policies as notified to the Operator from time to time in accordance with this Agreement. These may include policies for Customer Service, Safeguarding, and Environmental Sustainability.

### ***Reporting Requirements***

4.7.8 The Operator shall report details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Monitoring Report.

## **4.8. Water (Hot and Cold Installations)**

### ***Overall Requirement***

- 4.8.1 The provision of a hot and cold-water supply that meets the required standard for the operation of the Facilities.

### ***Performance Standards***

- 4.8.2 The Operator shall ensure provision of a constant supply of hot and cold water to those areas requiring water for domestic usage, also ensuring that where such water is required for drinking purposes that it is from a potable source.
- 4.8.3 The Operator shall ensure water temperatures are maintained at required standards to prevent legionella and other water-borne contaminants.
- 4.8.4 The Operator shall ensure the water system is maintained in accordance with the appropriate health and safety Legislation, standards, guidance and Approved Codes of Practice.
- 4.8.5 The Operator shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 4.8.6 The Operator shall ensure that where domestic hot water is supplied all taps are appropriately labelled.
- 4.8.7 The Operator shall ensure that water closets and urinals have a supply of cold water, and drinking fountains have a supply of chilled water, which allows these Services to be usable in accordance with the manufacturers' specification and User expectations.
- 4.8.8 The Operator shall ensure that free drinking water is available at the Facilities.
- 4.8.9 The Operator shall undertake quarterly bacteriological testing of the hot and cold-water systems, including sampling for Legionella.

### ***Reporting Requirements***

- 4.8.10 The Operator shall report details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Monitoring Report.

## **4.9. Drainage**

### ***Overall Requirement***

- 4.9.1 Drainage systems that provide safe effective removal of wastewater, surface water and liquid and solid waste from the Facilities in compliance with relevant Legislation and internal and external drainage systems that are maintained in accordance with the appropriate Health and Safety legislation and standards.

### ***Performance Standards***

- 4.9.2 The Operator shall ensure that requirements in building regulations are complied with for foul and surface water drainage.

- 4.9.3 The Operator shall ensure that all relevant areas within the Facilities have an adequate drainage and sewage system operating.
- 4.9.4 The Operator shall ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.
- 4.9.5 The Authority shall undertake regular testing and, where appropriate, visual inspections of the external drainage systems.

***Reporting Requirements***

- 4.9.6 The Operator shall ensure that results of all non-compliant measurements are reported to the Authority.
- 4.9.7 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report with actions identified for rectification.

**4.10. Ventilation**

***Overall Requirement***

- 4.10.1 Ventilation within the Facilities that provides a healthy and suitable environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out at that particular time and is provided in an energy efficient manner.

***Reporting Requirements***

- 4.10.2 The Operator shall report the results of all non-compliant measurements are reported to the Authority.
- 4.10.3 The Operator shall report details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Monitoring Report with actions identified for rectification.

**4.11. Heating (Thermal Comfort)**

***Overall Requirement***

- 4.11.1 A thermal environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out in an area within the Facilities at a particular time in an energy efficient manner.

***Performance Standards***

- 4.11.2 The Operator must ensure the heating system is maintained in such a manner to achieve the standard in 4.11.4.
- 4.11.3 The Operator must ensure the heating system is maintained in accordance with the appropriate Health and Safety legislation and standards.
- 4.11.4 The temperature levels which must be maintained will be as follows unless the Operator can demonstrate to the Authority that these standards are not achievable:
- Changing accommodation / Wet side – minimum 21°C

- Changing accommodation / Dry side - 21°C
- Sports Hall – 12 - 18°C
- Fitness Suite – 14-18°C
- Other Areas (Reception / Multi-Purpose Rooms, Circulation Areas) – 18 - 22°C.

4.11.5 The Operator will be required to record the room temperatures of pool and sporting areas on a weekly basis to ensure the recommended temperatures are maintained.

4.11.6 Humidity and temperature within the pool hall must be controlled to prevent undue wear and tear to the building fabric. The Operator will be required to log the results of any tests taken and will be deemed financially responsible for any costs incurred by the Authority as a result of any such damage.

#### ***Reporting Requirements***

4.11.7 The Operator shall report any results of all non-compliant measurements are reported to the Authority.

4.11.8 The Operator must report details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

### **4.12. Lighting**

#### ***Overall Requirement***

4.12.1 Adequate levels of lighting for the particular activity being undertaken within each area of the Facilities provided in an energy efficient manner.

4.12.2 Lighting levels that create a safe and comfortable level of illumination for users, spectators and staff.

#### ***Performance Standards***

4.12.3 The Operator shall ensure that each area within the Facilities has a sufficient lighting level appropriate to its specified use.

4.12.4 The Operator shall consider switching off lighting banks parallel to windows and adopt energy management control systems such as time switches, dimmable controls, and presence detectors.

4.12.5 The Operator shall ensure the lighting system is maintained in accordance with appropriate health and safety Legislation and standards and to address particular requirements of special needs groups for less powerful lighting.

4.12.6 Maintenance of lighting throughout the Facilities must be carried out by a NICEIC approved and / or suitably qualified contractor, with due regard to the recommendations of Sport England Technical Unit. The Operator shall certify that the works are in accordance with current recommendations and the Health and Safety at Work etc. Act 1974.

- 4.12.7 The Operator shall ensure that external lighting is provided for security purposes adjacent to the leisure centres, and the Authority shall ensure the same for the car parks.
- 4.12.8 The Operator shall ensure that the number of non-operating lights or tubes does not exceed 10% of the total in any one area of the Facilities.

#### ***Reporting Requirements***

- 4.12.9 The Operator shall report the details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

### **4.13. Pool Water Quality**

#### ***Overall Requirement***

- 4.13.1 Swimming Pools with a safe and comfortable environment in which Users can participate in both swimming and water sports as required in this Services Specification.

#### ***Performance Standards***

- 4.13.2 The Operator shall ensure that the Swimming Pools are maintained in accordance with the appropriate current and future health and safety legislation and that the following standards are complied with:
- The Handbook of Sports and Recreational Building Design Volume 3 published as at 1996 and The Pool Water Guide; Treatment and Quality of Swimming Pool Water
  - CIMSPA Swimming Pool Treatment and Quality Standards
  - HSC/HSE "Safety in Swimming Pools"
  - Pool Water Treatment Advisory Group – Swimming Pool Water Treatment and Quality Standards
  - The Prevention or Control of Legionellosis (including Legionnaires Disease) – Approved Code of Practice L8 (2013).
- 4.13.3 The Operator shall ensure that all pool water is of the level of quality and temperature stipulated within the guidance listed in 4.13.2.
- 4.13.4 The Operator shall ensure that all of the Facilities achieve the CIMSPA Pool Water Quality Award UK.
- 4.13.5 The Operator shall ensure that the pool water is maintained in a 'balanced' condition. The Operator shall ensure that a balanced water test is taken weekly, duly recorded and action taken to ensure that the pool water is 'in balance', corrosion is eliminated, precipitants do not form, and the water is safe for pleasant bathing conditions.
- 4.13.6 The Operator shall ensure that the pool water is tested for pH and free Chlorine in accordance with the Swimming Pool Hall Data Sheet every 3 hours, with the initial test each day before the pools are brought into use. The Operator must complete a weekly test to ascertain the level of total dissolved solids (TDS) ensuring always that the water quality is maintain within recommended guidance. The Operator shall ensure that

complete records are kept of all readings, date, time and type of test. These shall be available for inspection by the Authority at any time.

- 4.13.7 The Operator shall ensure that the filters are backwashed as per PWTAG recommended in the relevant plant maintenance instructions to ensure that the water quality is maintained at the required standard.
- 4.13.8 A pool water dilution rate of 30 litres per bather per day is a CIMSPA recommendation that should be followed by the Operator at the swimming Facilities. Standards shall be maintained in line with the up to date CIMSPA recommendations and industry standards.
- 4.13.9 In the event of more stringent standards being set by the relevant Authority, National Governing Body and/or the Health and Safety Executive during the Contract Period, the Operator shall adhere to these more stringent standards. The Operator shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Authority.
- 4.13.10 The Operator shall ensure that monthly bacteriological tests are undertaken.
- 4.13.11 The Operator shall ensure that no person is permitted to use the swimming pools who is clearly unwell and may pose a risk of infection to others, including persons with open wounds or sores, wearing a bandage, sore or infected eyes or skin and / or discharges from the ears or nose.
- 4.13.12 Environmental Health Officers from the Authority retain the right to take occasional samples of water in the pools for the purpose of verifying the condition of the water.

#### ***Reporting Requirements***

- 4.13.13 The Operator shall report inspections and results of all non-compliant measurements on the ICT Asset Management system. The Operator shall ensure that non-conformance is reported to the Authority.
- 4.13.14 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

#### **4.14. CCTV and Security**

##### ***Overall Requirement***

- 4.14.1 Facilities that are secure and are supported by systems that provide a safe level of security to Users and staff, but which do not compromise the personal privacy of Users.

##### ***Performance Standards***

- 4.14.2 All relevant areas within the Facilities shall have adequate security arrangements in place.
- 4.14.3 CCTV shall be maintained according to the manufacturer's specification and operated in line with a system that provides a safe level of security to Users during their visit, but which does not compromise the personal privacy of Users. Within the appropriate channels, and where GDPR compliant, CCTV footage is to be made available to the Authority and the Police. CCTV shall not be released to the media or any other third party without express permission from the Authority.

- 4.14.4 The Operator shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Legislation.
- 4.14.5 The Operator shall at all times be responsible for the total security of the Facilities including all assets, equipment and stock.
- 4.14.6 The Operator shall utilise the security systems installed or provided at the Facilities and shall be fully responsible for its proper maintenance and function. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Operator shall replace the same with a suitable alternative approved by the Authority.
- 4.14.7 The Operator shall ensure that all external and internal operational CCTV security cameras as part of the security system are operational within the Facilities.
- 4.14.8 The Operator shall be responsible for the safekeeping of any keys to the Facilities and the maintenance of a key register. The Operator shall ensure that a list of key holders, together with their addresses and telephone numbers is supplied to the Authority, the alarm company and the Police before the Commencement Date. The Operator shall update the list whenever changes are made and at least quarterly.
- 4.14.9 The Operator shall ensure that the Authorised Officer is informed immediately of any loss of any such keys, and the Operator shall, at their own cost, replace any such keys or replace locks as required by the Authorised Officer and shall reimburse to the Authority any cost of replacement and / or any reasonable security measures implemented as a result of such a loss.
- 4.14.10 The Operator shall supply a list of names, addresses and telephone numbers of members of the Operator's staff who are on a 24 hour call out contact to the Authority, Police, and alarm companies prior to the Commencement Date. This list shall be immediately updated by the Operator and a new list provided in the event that there is a change to any member of staff on the list. One key holder must always be available for call-out in the event of an emergency out of normal operating hours, at a response time of not more than one hour.
- 4.14.11 The Operator shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g. boiler rooms.
- 4.14.12 The Operator shall ensure that appropriate out of hours key holders are appointed to respond to intruder alarms.

***Reporting Requirements***

- 4.14.13 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Monitoring Report.

## 5 PERFORMANCE MANAGEMENT AND REPORTING

### 5.1. Operator Performance Measurement

- 5.1.1. The Operator is obliged to deliver the Services and measure its performance against the Dashboard Reports, Strategic Performance Indicators (SPIs) and the Key Performance Indicators (KPIs). Details of each SPI and KPI is set out in Appendix A and B respectively.
- 5.1.2. Operator performance will also be measured through the Dashboard Reports as set out in Schedule 6 of the Agreement.

### 5.2. Partnership Meetings

- 5.2.1. A structured programme of meetings between the Operator and the Authority will provide the Authority with information on the achievement of its strategic outcomes quarterly and annually. Performance against the SPIs and KPIs will be reviewed at the Contract Partnership Board meetings on a quarterly basis.

**Table 5.1 - Partnership Meetings Schedule**

Meeting	Group
Monthly	Contract Management Meeting
Quarterly	Contract Partnership Board
Bi-annually (Month 6 & Month 12)	Contract Partnership Board

### 5.3. Reports

**Table 5.2 - Performance Reports**

Performance Report	Monthly	Quarterly Reports	Annual Reports
Dashboard Reports	✓	✓	✓
Key Performance Indicator Report (Appendix 1B)	✓	✓	✓
Net Promoter Scores and Customer Satisfaction Action Plan	✓	✓	✓
Quarterly Monitoring Report (Table 5.3)		✓	✓
Strategic Performance Indicator Report (Appendix 1A)		✓	✓
Annual Service Report			✓
Environment and Energy Plan			✓
Event Management Plan			✓
Marketing Plan Report			✓
Assurance Framework Report			✓
Annual Planned Preventative Maintenance (PPM) Schedule			✓
Annual Schedule of Programmed Maintenance			✓
Annual Lifecycle Replacement Programme			✓
Annual Update of Equipment Inventory			✓
Sport England Quest and National Benchmarking Service outputs and subsequent improvement plans			✓

5.3.1. The reports listed in 5.3 are to be submitted by the Operator to the Authority for approval.

**Table 5.3 – Deadline for Reports**

Type	Submission Date
Monthly Reports	Within one week of the end of each month.
Quarterly Reports	Within two weeks of the end of each quarter.
Annual Reports	Within three weeks of the end of each Contract Year.

5.3.2. The Authority requires performance summary data to be published using a RAG rating to focus on key areas for support and development. Reporting for each element of the spec is outlined in the corresponding "Reporting Requirements" sections. An overview of what may be covered in each of the Partnership Meetings and Performance Reports is shown below:

**Table 5.4 – Reporting Requirements**

<p><b>Quarterly Monitoring Report</b></p>	<ul style="list-style-type: none"> <li>- Customer Experience</li> <li>- Cleaning and Housekeeping</li> <li>- Food and Beverages</li> <li>- Marketing, Research and Comms</li> <li>- Data and ICT Management</li> <li>- Health and Safety Management</li> <li>- Major Incident reporting</li> <li>- Active Lifestyles</li> <li>- Opening Hours</li> <li>- Access</li> <li>- Programming For All</li> <li>- Pricing</li> <li>- Staffing and Skills Development</li> <li>- Safeguarding</li> <li>- Equalities</li> <li>- Ventilation</li> <li>- Heating and Lighting</li> <li>- Pool Water Quality</li> <li>- CCTV &amp; Security</li> <li>- Statutory/Mandatory Inspections</li> <li>- Building Maintenance</li> <li>- Equipment Maintenance</li> <li>- Grounds Maintenance</li> <li>- Environment/Energy Management</li> <li>- Water and Drainage</li> <li>- Any specialist reports as listed in <b>Table 5.3</b></li> </ul>
<p><b>Annual Service Report</b></p>	<ul style="list-style-type: none"> <li>- Financial Report</li> <li>- Staff Satisfaction Survey Report</li> <li>- Any specialist reports as listed in <b>Table 5.3</b></li> </ul>

## **APPENDICES**

## Appendix 1A – Strategic Performance Indicators

To be confirmed three months before the commencement of the Contract. Example SPIs are included below:

<b>Vision:</b> “Working with partners to create active communities by providing affordable, accessible leisure facilities, dedicated to improving physical and mental wellbeing and establishing a sustainable healthy lifestyle legacy for future generations.”		
Strategic Priorities	Strategic Outcomes	Indicative Strategic Performance Indicators
Improve physical and mental wellbeing	Accessible ill-health prevention and healthy living schemes	Number of referrals to Active Lifestyles per annum Active Lifestyles Compliance % Proportion of ongoing users after referral Number of programmes/activities in place
	More people undertaking physical activity (including those in hard to reach groups)	Total members Number of pay and play visits Number of people attending sports courses (including swimming) Number of activities aimed at hard to reach groups Number of people undertaking 150 minutes of physical activity per week
	Reduce obesity	Number of people enrolled in weight management courses (including nutrition) Number of children enrolled in weight management courses (including nutrition) Number of referrals for weight management
	Reduce social isolation	Number of targeted organised events
Provide best value and reduced cost to Authority tax payers	Affordable and more self-funding leisure facilities	Income vs budget Expenditure vs budget Authority subsidy for leisure Services
Provide social and community benefits	Enhanced community facilities that meet local needs	Investment in new facilities or improved facilities (£)
Benefit the local economy	Supporting those in ill health to return to work.	Number of activities targeted at helping people return to work
Support individual and family development and learning	Accessible and affordable opportunities to learn and develop new skills	Number of concessionary categories Number of activities provided to support individual and/or family development

## Appendix 1B – Key Performance Indicators

Category	Key Performance Indicators
<b>Memberships and Sales</b>	<p><b>PI 1.1</b> – Total Membership</p> <p><b>PI 1.2</b> – New Memberships Sold in Quarter</p> <p><b>PI 1.3</b> – Membership Attrition Rates in Quarter</p> <p><b>PI 1.4</b> – No. of Children in Swim Academy in Quarter</p>
<b>Customer Service and Quality</b>	<p><b>PI 2.1</b> - Number of comments/complaints dealt with within agreed service levels</p> <p><b>PI 2.2</b> - Customer Satisfaction Score</p> <p><b>PI 2.3</b> - Equipment uptime (%)</p> <p><b>PI 2.4</b> - Equipment rectifications completed within agreed service levels (%)</p> <p><b>PI 2.5</b> - Inspections completed (%)</p> <p><b>PI 2.6</b> - NPS Score</p>
<b>Asset Management</b>	<p><b>PI 3.1</b> - Delivery of Planned Preventative Maintenance (service contract activities completed as per schedule)</p> <p><b>PI 3.2</b> - Delivery of Schedule of Programmed Maintenance (number of activities completed as per schedule)</p>
<b>Activity Programming</b>	<p><b>PI 4.1</b> - Number of different types of events, sessions and programmed activities</p>
<b>Environmental</b>	<p><b>PI 5.1</b> - Utility usage per site (monthly energy consumption)</p> <p><b>PI 5.2</b> – % Renewable energy usage per site per month</p> <p><b>PI 5.3</b> - CO2 tonnage per site per month</p> <p><b>PI 5.4</b> - Waste tonnage per site month</p> <p><b>PI 5.5</b> - Number of initiatives to promote environmental considerations</p>
<b>Social Value</b>	<p><b>PI 6.1</b> - Number of apprenticeships in place</p> <p><b>PI 6.2</b> - Number of diversionary activities in place designed to help reduce levels of crime, disorder and anti-social behaviour</p>
<b>Active Lifestyles</b>	<p><b>PI 7.1</b> - Number of people with disabilities and long-term conditions contracted and participating in activity</p> <p><b>PI 7.2</b> - Number of Active Lifestyles referrals</p> <p><b>PI 7.3</b> - Number of practices engaged in the Active Lifestyles scheme</p> <p><b>PI 7.4</b> - Proportion of ongoing use after referral</p>

Category	Key Performance Indicators
<b>Financial</b>	<b>PI 8.1</b> - Budget vs Actual – Income (per facility) <b>PI 8.2</b> - Budget vs Actual – Expenditure (per facility) <b>PI 8.3</b> - Capital investment into the contract <b>PI 8.4</b> - Annual lifecycle expenditure vs plan
<b>People</b>	<b>PI 9.1</b> - Staff Retention

## Appendix 2 - Minimum Opening Hours of Leisure Facilities

### Applemore

Area	Weekday	Weekend
Dry Side Activities	06.00 – 22.00 (Monday – Thursday) 06.00 – 21.00 (Friday)	07.30 – 19.00 (Saturday) 07.30 – 18.30 (Sunday)
Health & Fitness Facilities	06.00 – 22.00 (Monday – Thursday) 06.00 – 21.00 (Friday)	07.30 – 19.00 (Saturday) 07.30 – 18.30 (Sunday)
Main Pool	06.30 – 22.00 (Monday – Thursday) 06.30 – 21.00 (Friday)	07.30 – 19.00 (Saturday) 07.30 – 18.30 (Sunday)
Teaching Pool	10.00 – 21.00 (inclusive of community / club usage and lesson programme)	09.00 – 18.00

### New Milton

Area	Weekday	Weekend
Dry Side Activities	06.00 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)
Health & Fitness Facilities	06.00 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)
Main Pool	06.30 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)
Teaching Pool	10.00 – 21.00 (inclusive of community / club usage and lesson programme)	09.00 – 18.00

## Ringwood

Area	Weekday	Weekend
Dry Side Activities	06.00 – 22.30 (Monday – Tuesday) 06.00 – 22.00 (Wednesday – Friday)	07.00 – 19.00 (Saturday) 07.30 – 18.00 (Sunday)
Health & Fitness Facilities	06.00 – 22.30 (Monday – Tuesday) 06.00 – 22.00 (Wednesday – Friday)	07.00 – 19.00 (Saturday) 07.30 – 18.00 (Sunday)
Main Pool	06.30 – 22.30 (Monday – Tuesday) 06.30 – 22.00 (Wednesday – Friday)	07.00 – 19.00 (Saturday) 07.30 – 18.00 (Sunday)
Teaching Pool	10.00 – 21.00 (inclusive of community / club usage and lesson programme)	09.00 – 18.00
AGP's	06.00 – 22.30 (Monday – Tuesday) 06.00 – 22.00 (Wednesday – Friday)	07.00 – 19.00 (Saturday) 07.30 – 18.00 (Sunday)

## Lymington

Area	Weekday	Weekend
Dry Side Activities	06.00 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)
Health & Fitness Facilities	06.00 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)
Main Pool	06.30 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)
Teaching Pool	10.00 – 21.00 (inclusive of community / club usage and lesson programme)	09.00 – 18.00
AGP	06.00 – 22.00 (Monday – Friday)	07.30 – 19.00 (Saturday and Sunday)

## Totton

Area	Weekday	Weekend
Dry Side Activities	06.00 – 22.30 (Monday, Wednesday and Thursday) 06.00 – 22.00 (Tuesday) 06.00 – 21.30 (Friday)	07.00 – 18.00 (Saturday) 08.00 – 20.00 (Sunday)
Health & Fitness Facilities	06.00 – 22.30 (Monday, Wednesday and Thursday) 06.00 – 22.00 (Tuesday) 06.00 – 21.30 (Friday)	07.00 – 18.00 (Saturday) 08.00 – 20.00 (Sunday)
Main Pool	06.30 – 22.30 (Monday, Wednesday and Thursday) 06.30 – 22.00 (Tuesday) 06.30 – 21.30 (Friday)	07.00 – 18.00 (Saturday) 08.00 – 20.00 (Sunday)
Teaching Pool	06.30 – 22.30 (Monday, Wednesday and Thursday) 06.30 – 22.00 (Tuesday) 06.30 – 21.30 (Friday)	07.00 – 18.00 (Saturday) 08.00 – 20.00 (Sunday)

Centres may offer reduced opening times on bank holidays, the times to be determined in advance with the Authorised Officer.

Centres may be closed to members of the public on the following Public Holidays:

New Year's Day

Christmas Day

Boxing Day

### Appendix 3 - Protected Bookings

The Operator shall accommodate the Users and time requirements detailed below within the Programmes of Use for the Facilities.

#### Schools Usage:

#### Background and Context

[TEXT REMOVED – CONFIDENTIAL/SENSITIVE INFORMATION. This section explains the relationship with schools, including Management Agreements in place]

Average maximum weekly hours requested (per school):

[DATA REMOVED – CONFIDENTIAL/SENSITIVE INFORMATION.]

Facility	Activity Area	User Group	Avg Max Hrs per Week
[REMOVED]	[REMOVED]	[REMOVED]	[REMOVED]

Average maximum hours are accurate as of October 2019.

## **Active Lifestyles Usage**

The Active Lifestyles programme is fundamental to the Service and indicative of a very strong relationship between the Service and health professionals in and around the New Forest and Hampshire. It consists of a referral programme in the gym, but also available for the pool.

The current programme is made up of 45 classes. Most are based off-peak at our centres, but some take place within the community. Each centre currently has a dedicated Office to assess referrals. Our current classes address the key long-term conditions and focus on the following programmes:

- Osteoporosis
- COPD
- Falls Prevention
- Cardiac Rehab Phase 4

The resources that support this valuable programme are:

[TEXT REMOVED – CONFIDENTIAL/SENSITIVE INFORMATION.]

It is expected that the current programme will be retained as a minimum, but that this area of the programme is developed in partnership with the local PCNs and hospitals to ensure that it continues to meet the districts health priorities. Therefore, the type of classes may change as different priorities are identified.

The Studio programme is listed below. 15 hours per site (16.5 hours at New Milton) are required for gym based Active Lifestyles assessments in addition to the Studio Programme. Active Lifestyle Advisors should have a dedicated office in or near to the gym.

### **Steady and Strong (self-referral)**

Facility	Day	Time
Totton	Monday	15:00 – 16:00
Ringwood	Monday	13:15 – 14:15
Applemore	Tuesday	13:30 – 14:30
<i>Fenwick</i>	Tuesday	10:45 – 11:45
New Milton	Wednesday	13:20 – 14:20 & 14:30 – 15:30
Lymington	Wednesday	13:30 – 14:30
Ringwood	Wednesday	13:30 – 14:30
Applemore	Thursday	13:30 – 12:30 & 14:00 – 15:00
New Milton	Friday	14:15 – 15:15
Lymington	Friday	13:30 – 14:30 & 14:30 – 15:30

### **Cardiac Rehab (referral)**

Facility	Day	Time
Lymington	Monday	12:00 – 13:00
Applemore	Tuesday	10:30 – 11:30
New Milton	Thursday	11:30 – 12:30
Ringwood	Thursday	14:00 – 15:00
Totton	Thursday	13:00 – 14:00

### Health Circuit (referral)

Facility	Day	Time
Lymington	Monday	11:00 – 12:00
New Milton	Tuesday	13:30 – 14:30
Lyndhurst CC	Wednesday	9:00 – 10:00
Lymington	Thursday	11:30 – 12:30
Totton	Thursday	13:00 – 14:00
Applemore	Friday	09:45 – 10:45
Ringwood	Friday	13:30 – 14:30
New Milton	Friday	13:00 – 14:00

### Activity Morning

Facility	Day	Time
Applemore	Tuesday	09:00 – 11:00
Lyndhurst CC	Wednesday	09:00 – 12:00

### COPD Circuits (referral)

Facility	Day	Time
Lymington	Monday	13:30 – 14:30
New Milton	Tuesday	14:45 – 15:45
Applemore	Tuesday	11:40 – 12:40
New Milton	Thursday	13:30 – 14:30
Totton	Thursday	14:00 – 15:00 & 15:15 – 16:15
Ringwood	Friday	12:15 – 13:15

### Total Stability (non-referral)

Facility	Day	Time
Lymington	Friday	11:30 – 12:30

### Escape Pain

Facility	Day	Time
New Milton	Monday	13:30
Applemore	Monday	14:00
Ringwood	Tuesday	11:00
Lymington	Tuesday	12:00
Applemore	Thursday	14:00
New Milton	Thursday	14:45
Ringwood	Friday	11:00
Lymington	Friday	16:00

*Two venues are used that are not one of the 5 Leisure Centres: The Fenwick Centre and Lyndhurst Community Centre. Hire of these would need to continue to be funded as part of the Active Lifestyles programme. Bookings are accurate as of October 2019.*

**Other Usage/Agreements**

[DATA REMOVED - CONFIDENTIAL/SENSITIVE INFORMATION.]

<i>Facility</i>	<i>Activity Area</i>	<i>Usage</i>
[SITE]	[USAGE INFORMATION REMOVED]	[USAGE INFORMATION REMOVED]
[SITE]	[USAGE INFORMATION REMOVED]	[USAGE INFORMATION REMOVED]
[SITE]	[USAGE INFORMATION REMOVED]	[USAGE INFORMATION REMOVED]

## Appendix 4 - Existing Bookings

### Clubs and Groups Usage (by type/period)

All club bookings are to be **protected for 12 months from the start date of the contract**. More detailed information can be provided where required. Figures accurate as of October 2019.

[DATA REMOVED – CONFIDENTIAL/SENSITIVE INFORMATION. In addition to the information below, the Operator has been provided with a list of bookings for 2020 to give an indication of the types and volumes of bookings that will be protected. This will be revised closer to the contract start date to note actual bookings.]

#### Applemore

<i>Activity Type</i>	<i>Weekly Hours</i>	<i>Number of Groups/Clubs</i>
[REMOVED]	[REMOVED]	[REMOVED]

#### Lymington

<i>Activity Type</i>	<i>Weekly Hours</i>	<i>Number of Groups/Clubs</i>
[REMOVED]	[REMOVED]	[REMOVED]

#### New Milton

<i>Activity Type</i>	<i>Weekly Hours</i>	<i>Number of Groups/Clubs</i>
[REMOVED]	[REMOVED]	[REMOVED]

**Ringwood**

<i>Activity Type</i>	<i>Weekly Hours</i>	<i>Number of Groups/Clubs</i>
[REMOVED]	[REMOVED]	[REMOVED]

**Totton**

<i>Activity Type</i>	<i>Weekly Hours</i>	<i>Number of Groups/Clubs</i>
[REMOVED]	[REMOVED]	[REMOVED]

## Appendix 5 – Current Fees and Charges

The below fees and charges will be in place from 1<sup>st</sup> January 2020\*:

### Swimming Charges

Category	Rate per Session
Adult	£5.30
Junior (8+ years)	£2.70
Junior (3 - 7 years)	£1.00
Junior (Under 3 & Academy Swimmers)	£0.00
Senior (65+)	£3.40
Concessionary (Adult)	£2.65
Concessionary (Junior)	£1.70

Category	Price per Lesson
Swim Academy (44 weeks)	£6.50

Category	Rate per Hour
Area Hire (Commercial) - Pool Hall	£155.00
Area Hire (Club Rate) - Pool Hall - Peak	£95.00
Area Hire (Club Rate) - Pool Hall - Off-peak	£65.00

### Concessionary Memberships

Category	Rate
Concessionary (6 months)	£0.00
Senior Active/Teen Active (12 months)	£32.00

### Membership Packages

Category	Monthly	Annually	Other
Fitness Direct Individual	£47.00	£517.00	£270 (6 months)
Fitness Direct Joint	£88.00	£968.00	-
Fitness Direct Individual - Off Peak	£35.00	£385.00	-
Family	£98.00	£1,078.00	-
Student	£27.00	£297.00	£81 (3 months)
Senior/Concessionary Individual	£35.00	£385.00	-
Corporate Individual	£39.00	£429.00	-
Corporate Joint	£76.00	£836.00	-
Swim Direct (adult)	£29.00	£319.00	-
Swim Direct (senior)	£23.00	£253.00	-
Gym and Swim (Ringwood and Totton Only)	£35.00	-	£200 (6 months)

## Casual Use – Fitness

Category	Rate per Hour
Casual Use - Gym	£7.50
Group Exercise Class	£7.00

## Dryside Hire

Category	Rate per Hour
Sports Hall (4 Courts) - Peak	£50.00
Sports Hall (4 Courts) - Off Peak	£30.00
Sports Hall (6 Courts - Applemore only) - Peak	£75.00
Sports Hall (6 Courts - Applemore only) - Off Peak	£47.00
ATP 1/3 Area - Lymington	£33.00
ATP Whole - Lymington	£78.00
ATP Whole - Ringwood	£33.00

## Dryside Activity Charges

Category	Rate per Hour
Badminton - Peak	£10.00
Badminton - Off Peak	£7.00
Court hire with equipment set-up - Peak	£20.00
Court hire with equipment set-up - Off Peak	£15.00
Equipment hire for studios	£10.00
Playsite (Ringwood)	£3.50 per session

\*The following fees and charges are increases compared to 2019 prices:

- Junior 3-7 years (increase from FREE in 2019 to £1 in 2020)
- Area Hire Club Rate – Pool Hall Peak (increase from £90 to £95 per hour)
- Playsite – (increase from £3.00 to £3.50 per session)

## **Appendix 6 - Protected Pricing**

### **Schools**

**See Appendix 3 – Protected Bookings for further background on schools pricing.**

[INFORMATION REMOVED – CONFIDENTIAL/SENSITIVE INFORMATION. This section contains a list of schools whose pricing will be protected, and a list of rates that they currently pay.]

## Active Lifestyles

**The Authority will need to be consulted with any pricing proposals. Any annual increases should not exceed CPI.**

Item	Current Price
Assessments	£10 total
Active Lifestyles – Gym, Classes and Swimming (12 weeks)	£3.60 per session
Active Lifestyles Package – Unlimited Gym, Classes and Swimming (12 weeks)	£72 per package
Active Lifestyles Graduate Casual Use (12 weeks)	£3.60 per session
Active Lifestyles Graduate Membership (3 months)	£30 per month
Escape Pain (6 weeks)	£36 per course
Escape Pain post-course (6 weeks)	£36 per package

**Protected Pricing: Other Discounted Memberships**

Concession Group	Current Rate	Applicable Activities
<p><b>Hampshire Talented Athlete Scheme (via Energise Me):</b>                      [REMOVED – SENSITIVE INFORMATION]                      See Hampshire Talented Athlete Scheme Service Level Agreement set out in Schedule 12.</p>	[REMOVED]	Various depending on each member
<p><b>New Forest District Council Area Military Covenant</b>                      [REMOVED – SENSITIVE INFORMATION]                      See Armed Forces Community Covenant set out in Schedule 12.</p>	[REMOVED]	All activities
<p><b>[REMOVED – SENSITIVE INFORMATION]</b>                      [REMOVED – SENSITIVE INFORMATION]</p>	[REMOVED]	[REMOVED]

### **Protected Pricing: Price For Life (legacy discounted combined gym, classes and swim memberships)**

New Forest District Council introduced "Price for Life" on all Fitness Direct Memberships (on both direct debit and annual payments) during the years prior to 2010. This gave price protection against any fee increases for the 'life' of the memberships as long as it was current. If a membership was changed or cancelled, then Price for Life would be void and the member would re-sign at the current rate.

The terms and conditions can be found here:

<http://www.newforest.gov.uk/healthandleisure/CHttpHandler.ashx?id=21376&p=0>

Price For Life was withdrawn for new members in January 2018, and thus is only applicable to Fitness Direct memberships purchased up to and including the 31st January 2018. Any Fitness Direct memberships purchased, upgraded or downgraded from 1st February onwards entered into new contract terms and conditions, and the Price for Life commitment was no longer a part of their membership.

### **Membership Numbers & Price for Life**

As of the end of September 2019, the number of discounted "Price for Life" Fitness Direct memberships was as follows:

[INFORMATION REMOVED – SENSITIVE/CONFIDENTIAL]

<b>Membership Type</b>	<b>Total Active Fitness Direct Memberships</b>	<b>Total Active PFL Memberships</b>	<b>% Active PFL Memberships</b>
Monthly	[REMOVED]	[REMOVED]	[REMOVED]
Annual	[REMOVED]	[REMOVED]	[REMOVED]
<b>TOTAL</b>	[REMOVED]	[REMOVED]	[REMOVED]

## **Membership Numbers by Type**

The most common types of Fitness Direct memberships are listed, along with additional information regarding Price for Life discounted memberships:

[INFORMATION REMOVED – SENSITIVE/CONFIDENTIAL PRICING AND MEMBERSHIP DATA]

1) [REMOVED]

2) [REMOVED]

3) [REMOVED]

4) [REMOVED]

5) [REMOVED]

## Appendix 7 - Lifecycle Replacement Responsibility Matrix<sup>2</sup>

The Operator shall service and maintain all items in accordance with statutory requirements and manufacturers recommendations and the other provisions of this Agreement. However, there are a number of items which the Authority will retain lifecycle replacement responsibility for as set out below and as described at Clause 15 (Condition of the Facility) of this Agreement. For the avoidance of doubt, any items not covered within this matrix shall be the responsibility of the Operator.

The lifecycle replacement responsibilities of the Operator and the Authority are set out in the table below: [DATA REMOVED – CONFIDENTIAL/SENSITIVE]

Item	Authority	Operator
All water or air heating plant and systems, including dosing		
All pipe work systems, valves and fittings within the Facilities		
All heating/cooling and water services treatment plant (including chemical supply)		
All heating/cooling and water services chemicals and consumables		
All fans, air moving equipment inclusive of but not limited to filters, dampers, fan motors and control gear		
All alarm systems inclusive of but not limited to intruder alarms, fire alarms, emergency assistance alarms		
All lighting fittings, internal and external		
All electrical accessories associated with the lighting and power distribution systems, switches and socket outlets		
Fixed wiring systems of less than mains voltage alarms, telephones, data cables etc.		
All portable appliances and the obligatory annual testing required under the Public Entertainments Licence including Fire Alarm Inspections, gas equipment safety inspections and Fire Appliance testing		
All telephone systems and equipment, whether leased, rented or owned		
All public address systems and equipment		
Water Safety Policy Management Plan and Monitoring Schedule		

<sup>2</sup> The lifecycle replacement responsibility matrix is based on a typical landlord/ tenant split of responsibilities.

Item	Authority	Operator
All portable firefighting appliances, inclusive of any discharge or replacement. The Operator shall ensure that suitable firefighting appliance cover is maintained at all times		
All sanitary ware inclusive of but not limited to WC's, wash hand basins, sinks, water closets, showers, and waste water preventers.		
Cleaning of all external rainwater systems		
All cleaning, sterilisation and certification of domestic water systems inclusive of all water storage vessels in accordance with BS 6700 with copies of the certification forwarded to the Authority's Representative		
Fixtures, fittings and appliances.		
Internal joinery, locks, floor fittings, spring and panic bolts		
Internal and exterior window cleaning.		
Light bulbs, light fittings, electrical fittings, sockets etc. and high level cleaning roof lights.		
Emergency lighting systems.		
All other furniture, fittings and contents		
All glazing through the Facilities except for glazed walls.		
Repair / replacement of any wall finishes damaged by the Operator, their employees, agents or licensees in the performance of its obligations.		
Floor finishes (excluding sports hall floors)		
Sports hall floors		
Waste drains, rainwater pipes, soil pipes and fittings and the free flow of all the waste water systems.		
Internal damage to building caused by misuse or vandalism.		
External damage to building caused by misuse or vandalism except doors and windows.		
Damage to doors and windows caused by misuse or vandalism		
Water waste preventers, cistern ball valves, taps, stop valves etc.		
Health and safety fittings and equipment		
Internal and external signs and notices.		

Item	Authority	Operator
Internal and external CCTV		
Internal decoration and the protection of the fabric of the structure (as may be necessary for the proper performance of the Service), including all tiled, boarded or otherwise covered surfaces.		
External decoration and the protection of the fabric of the structure (as may be necessary for the proper performance of the Service), including all tiled, boarded or otherwise covered surfaces.		
Health and Fitness equipment		
Underground services (such as electricity, water, sewerage, gas) external to the building		
Fixed mains electrical wiring systems within the buildings, including accessories and other items.		
Utilities cable and pipework external to the building. Including gas, electric, water and telephone mains, lightening conductors or rods.		
All below ground drainage external to the foundations of the buildings, inclusive of inspection chambers, interceptors and access points excluding access covers, seals and galleys.		
All below ground drainage within the foundations of the buildings, inclusive of inspection chambers, interceptors and access points excluding access covers, seals and galleys.		
Foundations.		
External walls including the internal finish of such walls, except when disturbed by the Operator undertaking repairs (in which case it is the Operator 's responsibility).		
The structural frame of the Facilities including chimneys, where they exist, excluding any internal finishes, except when disturbed by the Operator undertaking repairs (in which case it is the Operator 's responsibility).		
Roof coverings and structures, excluding suspended ceilings.		
Structural floors, including any screed finish, but excluding any coverings that are loose laid or form a finish on the surface of the screed, except where disturbed by the Operator undertaking repairs (in which case it is the Operator Partner's responsibility).		
Rainwater pipes and gutters, external soil and waste pipes, service entry connections, flues, light fittings and signs fitted to the external roof or wall.		
External door and window structures including decoration but excluding glazed walls		

Item	Authority	Operator
Lifts.		

## **Appendix 8 - Equipment Inventory**

**[INFORMATION REMOVED – CONFIDENTIAL/SENSITIVE. This appendix contains a list of all equipment that is expected to still be in each site on the contract start date. This will be revised closer to the contract start date.]**

